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# BOSTON UNIVERSITY

## SCHOOL OF MANAGEMENT

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**MEMORANDUM** JUNE 24, 1993

**TO:** BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. BARRETT, DIRECTOR

**FROM:** BEVERLEY E. JOHNSON, ASSISTANT DIRECTOR FOR
INSTITUTIONAL PLANNING AND DEVELOPMENT
E. OWEN DONNELLY, DEPUTY DIRECTOR
LAWRENCE BROPHY, SENIOR PLANNER

**SUBJECT:** PUBLIC HEARING CONCERNING A DEVELOPMENT IMPACT PROJECT PLAN AND A PLANNED DEVELOPMENT AREA DEVELOPMENT PLAN SUBMITTED BY BOSTON UNIVERSITY IN CONNECTION WITH THE PROPOSED SCHOOL OF MANAGEMENT PROJECT

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**SUMMARY:** This project was taken under advisement by the Board at the June 10, 1993 meeting. This memorandum requests that the Authority: (1) Approve the Development Plan and Development Impact Project Plan submitted by Boston University in connection with the proposed School of Management Project ("the Development Plan"); (2) Authorize the Director to enter into a Development Impact Project Agreement and a Cooperation Agreement with Boston University; (3) Authorize the Director to petition the Zoning Commission for the designation of the Planned Development Area; (4) Authorize the Director to recommend approval, conditional upon design review, of the petition to the Board of Appeal for zoning relief in connection with the Proposed Project; (5) Authorize the Director to issue an Adequacy Determination upon completion of the Authority's Article 31 Development Review Process; (6) Approve the Schematic Design; and (7) Authorize the Director to take all actions and execute all documents deemed necessary and appropriate relative to the Development Plan.

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## INTRODUCTION

On June 10, 1993, the Boston Redevelopment Authority held a public hearing concerning the Development Plan and the Development Impact Project Plan submitted by Boston University in connection with the proposed School of Management Project. At the conclusion of the hearing, the Authority voted to take the project under advisement so that issues raised could be addressed. On June 21, 1993, the Director met with representatives of area residents to discuss their concerns. Sufficient

agreement was reached at the meeting to confirm that the outstanding issues can be resolved as a part of the completion of the Authority's Article 31 process.

Boston University proposes to construct a School of Management and an executive administration center on their Charles River campus at 595 Commonwealth Avenue. The proponent requests approval of a Development Impact Project Plan and a Planned Development Area Development Plan. Boston University has voluntarily agreed to have the project undergo a review process pursuant to Article 31 of the Boston Zoning Code. The Proposed Project (the "Proposed Project") was programmed in the Boston University Master Plan 1986-1996 which was approved by the Boston Redevelopment Authority on March 26, 1987.

## PROJECT DESCRIPTION

Boston University proposes to construct a $70 million new School of Management and administration center at 595 Commonwealth Avenue. The Proposed Project will be privately financed. The building will contain approximately 321,700 square feet of gross floor area devoted to academic and administrative uses and 270 parking spaces on three levels below grade. The new facilities will accommodate the School's enrollment of approximately 3,400 graduate and undergraduate students and 112 full-time and 81 part-time faculty. The need for the new building is not only created by expanded programs over the years but also by the changes in teaching techniques and technology. The building will contain specialized classrooms, small case-study rooms, extensive computer facilities, a library, an auditorium, offices and support facilities. The structure will contain 9 stories and have a floor-area-ratio (FAR) of 6.5. The public sidewalks adjacent to the site will be landscaped.

The Project is located on the Boston University campus at the corner of Commonwealth Avenue and Sherborne Street near Kenmore Square. The site is approximately 49,686 square feet or 1.14 acres in size. Currently the parcel is used as a parking lot with a capacity of 181 cars and is located in a B-4 zone. The site is bounded by a Howard Johnson Motor Lodge (owned by Boston University) to the east, a University residence hall to the north, Commonwealth Avenue to the south, and Sherborne Street to the west. The buildings in the area contain a mix of commercial, academic, and residential uses. The more prominent buildings in the area have a FAR range of 5.5 to 8. The site is adjacent to the Bay State Road-Back Bay West Historic District to the north. The majority of buildings along this section of Bay State Road are owned by Boston University.

## BOSTON UNIVERSITY MASTER PLAN

In 1987, Boston University completed a Master Plan for its Charles River campus through 18 months of cooperative effort with community residents, area merchants, University officials and representatives of the City of Boston and the Boston Redevelopment Authority. In order to facilitate the participation of the community

interests in the planning process, a University Task Force was organized to function as the mechanism for facilitating the review process. The Boston Redevelopment Authority approved the Master Plan on March 26, 1987. Among other provisions, the Plan identifies a number of major parcels on campus that the University envisions as potential development sites within a ten year timeframe. In the Plan each site was analyzed and appropriate uses were proposed. The Proposed Project is located on a portion of Site Q. The Master Plan calls for the development of the School of Management on Site Q, along with other contemplated uses including expanded hotel facilities, a conference center, office, retail and other uses.

## PROJECT REVIEW

Boston University has voluntarily agreed to comply with the Development Review Requirements set forth in Article 31 of the Boston Zoning Code. Accordingly, Boston University submitted a Project Notification Form to the BRA on August 25, 1992 and a Draft Project Impact Report on February 22, 1993. The University is currently preparing a Final Project Impact Report.

Community review of the Proposed Project has taken place within the context of the Article 31 process. Meetings have also been held with the Boston University Task Force which was established during the master planning process. In response to concerns raised by the community, Boston University has reduced the height of the project. The University Task Force has voted to support the project.

On March 19, 1993, the Executive Office of Environmental Affairs issued a determination that the Proposed Project would require the preparation of an Environmental Impact Report by Boston University. This report is currently being prepared.

## BOSTON CIVIC DESIGN COMMISSION REVIEW

The Proposed Project was initially presented for review to the Boston Civic Design Commission (BCDC) on May 5, 1992. At that time, the Project was referred to the Subcommittee on Design of the BCDC. Several working meetings were held between the Subcommittee and the project proponent. Issues related to density and massing were not resolved to the satisfaction of both parties. On March 3, 1993 the BCDC voted to recommend disapproval of the project. The BCDC vote included a recommendation that the overall height of the building be reduced by at least two floors and that the massing also be reduced. Subsequently, Boston University reduced the project size from 366,000 GSF to 321,700 GSF (11%), reduced the project height the equivalent of two floors and reduced the FAR from 7.7 to 6.5 (15%).

## TRANSPORTATION ACCESS PLAN AGREEMENT

The Proposed Project has been reviewed by the Boston Transportation Department. A Transportation Access Plan Agreement has been prepared and includes mitigation measures and provisions for the Proposed Project. A TAP Agreement satisfactory to the Commissioner of BTD will be executed prior to the issuance of a building permit for the construction of the Proposed Project.

## THE GENERAL PLAN FOR THE CITY AS A WHOLE

In approving a development plan or a development impact project plan, the Authority must find that such plan conforms to the general plan for the City, as a whole.

By turning an underutilized site into a School of Management and Administration Center, the project will convert the site into a physical and financial asset and will improve land values and provide economic stimulus. By using materials and designs which are harmonious with the surrounding neighborhood, the Project will strengthen the neighborhood without compromising the historic and architectural integrity of the area. The project is consistent with the official general plan of the City as a whole as well as the "Boston University Charles River Campus Master Plan - 1986-1996."

With respect to this project, it has also been determined that nothing in the Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare. Instead, the project will provide numerous positive impacts. Set forth below are some of the benefits which the public will receive as a result of the Proposed Project.

## PUBLIC BENEFITS

The Proposed Project is a "Development Impact Project" (DIP) under Articles 26A and 26B of the Boston Zoning Code and therefore subject to housing and job linkage obligations. The DIP Agreement anticipates that approximately $1,108,500 in housing linkage funds and approximately $221,700 in job linkage funds will be generated by the Project.

The project cost is estimated to be $70 million and will generate approximately 300 construction jobs over a three year period. From a financial and economic perspective, the project is expected to contribute significantly to Boston's economy. It is anticipated that approximately 480 people will be employed at the site when the project is completed. With approximately 9,600 employees, the University is among the largest private employers in Boston.

Additionally, the project is expected to result in positive benefits to the City and to several neighborhoods which are adjacent to or near the University. These public benefits are expected to include (1) added vitality and safety along sections of

Commonwealth Avenue and Sherborne Street bordering the site; (2) the satisfaction of urban design objectives by filling the visual gap presented by the existing uses of the site; (3) the creation of a visual gateway at the eastern end of the University's Commonwealth Avenue campus; (4) pedestrian improvements with new landscaped areas and streetscaping elements; (5) improved pedestrian and traffic safety along Commonwealth Avenue; (6) the expansion of markets for Kenmore Square area businesses due to an influx of students and University employees; and (7) providing that abutting landowners approve, the paving of the alley to the rear of the site, leading to improved access and safety.

Boston University makes direct payments to the City of Boston in the form of taxes, in-lieu-of-tax payments, fees, and permits. In 1991, the University paid the City of Boston a total of $2.2 million. This reflects $1.6 million in real estate taxes, $300,000 in-lieu-of-tax payments, and $300,000 in fees and permits. Under a 1980 agreement with the City of Boston, Boston University pays real estate taxes on taxable properties acquired after 1980. Boston University will continue to pay property taxes on a portion of the Proposed project site which was acquired from Texaco. This amounts to an annual payment of $23,714.

**CONCLUSION**

The Proposed Project is critically important to the sensible growth of the Kenmore Square area. The urban design elements of the Proposed Project reflect the needs of Kenmore Square, while respecting the public goals and guidelines established for development in Boston, and the Proposed Project will aid the City financially. Further, the Development Plan satisfies the criteria for Development Plans and Development Impact Project Plans set forth in Sections 3-1A, 26A-3 and 26B-3 of the Code and otherwise complies with Sections 3-1A, 26A-3 and 26B-3 of the Code.

Additionally, the extensive review process has altered the project reducing its height and bulk, thereby resulting in a building more compatible with the surrounding community. An understanding has been reached with area residents regarding their concerns which provides a sound basis for resolving outstanding issues during the completion of the Article 31 process. In light of these improvements and the public benefits from the Proposed Project, BRA staff recommends that the Authority: (1) approve the attached Development Plan and Development Impact Project Plan and authorize the Director to execute the attached Development Impact Project Agreement and the Cooperation Agreement for the Proposed Project; (2) authorize the Director to petition the Zoning Commission for the designation of the Planned Development Area; (3) authorize the Director to recommend approval, conditional upon design review, of the petition to the Zoning Board of Appeal for conditional use permits, variances, or exceptions required in connection with the Proposed Project; (4) authorize the Director to issue an Adequacy Determination with respect to the Final Project Impact Report upon completion of the Article 31 review process; (5) approve the Schematic Design;

and (6) authorize the Director to take all actions and execute all documents deemed necessary and appropriate relative to the Development Plan.

Appropriate votes follow:

**VOTED:** That with respect to the Proposed Project at 595 Commonwealth Avenue (the "Proposed Project"), presented to the Boston Redevelopment Authority at a public hearing on June 10, 1993 by Boston University (the "Applicant" or the "University"), the Boston Redevelopment Authority hereby issues the following findings, approvals, and authorizations:

**VOTED:** That in connection with the Development Plan and Development Impact Project Plan for Planned Development Area No. 43 (the "Development Plan"), presented at a public hearing duly held at the offices of the Boston Redevelopment Authority (the "Authority") on June 10, 1993 and after consideration of evidence presented at, and in connection with, the hearing and in connection with the proposed development described in the Development Plan, including a report entitled "Boston University School of Management Draft Project Impact Report," submitted by the University to the Authority and dated February, 1993, the Authority finds with respect to the Development Plan that (1) the Development Plan conforms to the general plan for the City as a whole; (2) nothing in the Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) the Development Plan does adequately and sufficiently satisfy all other development plan criteria and specifications for a Planned Development Area and for a Development Impact Project Plan, as set forth in the Boston Zoning Code, as amended (the "Code"); and further

**VOTED:** That the form and substance of the Development Plan and Development Impact Project Plan, and the procedures employed in reviewing and approving the Development Plan and Development Impact Project Plan, conform with the requirements of the Code as applied to a Development Plan for a Planned Development Area under Section 3-1A of the Code and a Development Impact Project Plan under Articles 26A and 26B of the Code; and further

**VOTED:** That the Authority hereby waives any procedural requirements of the Authority's "Zoning Procedures for the Master Plan/PDA" dated March 14, 1986 with which the request submitted by the Applicant for a Planned Development Area designation for the parcel of land which is the subject of the Development Plan and for approval of the Development Plan is not in conformity; and further

**VOTED:** That pursuant to the provisions of Section 3-1A and Articles 26A and 26B of the Code, the Authority hereby approves the Development Plan and the Development Impact Project Plan. The Development Plan and the Development Impact Project Plan is embodied in a written document entitled "Development Plan and Development Impact Project Plan for Planned Development Area No. 43," dated June 10, 1993, consisting of 6 pages of text plus attachments designated Exhibits A through G, and is attached hereto as Exhibit A. The Development Plan shall be on file at the office of the Authority; and further

**VOTED:** That with respect to the Development Impact Project Agreement and the Cooperation Agreement presented to the Authority at its public hearing on June 10, 1993, the BRA hereby authorizes the Director in the name and on behalf of the Authority (1) to execute (a) a Development Impact Project Agreement for the Proposed Project, in the form attached hereto as Exhibit B with such changes as deemed necessary and appropriate by the Director and the Chief General Counsel; and (b) to execute all other necessary agreements and documents incidental to the Development Plan with such changes as the Director and Chief General Counsel determine to be necessary or desirable; (2) to execute a Cooperation Agreement in the form attached hereto as Exhibit C with such changes as deemed necessary and appropriate by the Director and the Chief General Counsel; and (3) to certify in the name of the Authority that plans submitted to the Inspectional Services Commissioner in connection with said project are in conformity with said Development Plan, the Director's certification to be conclusive evidence of said determination; said agreements to be on file in the Office of the Authority; and further

**VOTED:** That the BRA hereby authorizes the Director to petition the Zoning Commission of the City of Boston (the "Commission") for a Planned Development Area designation for the parcel of land which is the subject of the Development Plan for Planned Development Area No. 43 and to recommend to the Commission that it approve such petition and the Development Plan pursuant to Section 3-1A of the Code; and further

**VOTED:** (a) That whereas in order for the Board of Appeal of the City of Boston (the "Board of Appeal") to grant certain exceptions from the provisions of the Boston Zoning Code, including exceptions with respect to the floor area ratio, setbacks, yard requirements, certain other dimensional features of the Development, parking, loading, uses, and procedural requirements in accordance with

Section 6A-3 of the Code, it must find (1) that each requested exception is "in harmony with the general purpose and intent" of the Code; (2) that each requested exception is in conformity with the applicable Development Plan, and that the Authority has so certified; and (3) that the Development complies with the Development Impact Project requirements of the Code, the Authority finds that, for reasons set forth above, and based upon a review of the Applicant's Development Plan, the above-stated criteria are satisfied as to each of the exceptions listed in the schedule entitled "Anticipated Zoning Exceptions" attached as Exhibit G to the Development Plan (the "Zoning Requests"); and further

(b) That pursuant to Section 6A-2 of the Code, the Authority hereby authorizes the Director of the Authority to recommend to the Board of Appeal approval of the Zoning Requests, with such changes as the Director of the Authority, in his discretion, shall determine to be necessary or desirable, his taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder; which approvals are recommended by the Authority provided that the Commission will have adopted a Map Amendment designating the land involved as a B-4-D Zoning District. The Authority hereby authorizes the Director of the Authority to certify to the Commission and the Board of Appeal that said exceptions requested on appeal are in conformity with the Development Plan; and further

**VOTED:** That with respect to Development Review of the Proposed Project under Article 31 of the Boston Zoning Code, as amended, the BRA hereby authorizes the Director to execute, in the name and on behalf of the BRA, an Adequacy Determination upon completion of the Authority's Article 31 process with respect to the Final Project Impact Report for the Boston University School of Management Project, 595 Commonwealth Avenue; and further

**VOTED:** That the Authority hereby approves the Schematic Design for the Project which is the subject of the Development Plan (as set forth on the documents listed on Exhibit D to the Cooperation Agreement attached hereto as Exhibit D); and, in accordance with Section 28-15 of the Code, hereby approves the design for the Proposed Project; and further

**VOTED:** That the Authority hereby authorizes the Director to certify to the Inspectional Services Commission that the Development complies with the Development Review Requirements of the Code, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder; and further

**VOTED:** That the Authority hereby authorizes the Director to take all actions and execute all documents deemed necessary and appropriate by the Director and the Chief General Counsel in connection with the Development Plan and the Development Impact Project Plan.

**VOTED:** That Boston University, through its private geotechnical consultant, shall prepare a plan to address any and all changes in the water table both during the construction phase and following project completion. Such plan shall be reviewed by the Authority.

# EXHIBIT A

# DEVELOPMENT PLAN

# AND

# DEVELOPMENT IMPACT PROJECT PLAN

# FOR

# PLANNED DEVELOPMENT AREA NO. 43

# 595 COMMONWEALTH AVENUE

June 10, 1993

SBMEM/24
062493/10

# EXHIBIT B

# DEVELOPMENT IMPACT PROJECT AGREEMENT

# FOR

# PLANNED DEVELOPMENT AREA NO. 43

# 595 COMMONWEALTH AVENUE

June 10, 1993

# EXHIBIT C

# COOPERATION AGREEMENT

# FOR

# PLANNED DEVELOPMENT AREA NO. 43

# 595 COMMONWEALTH AVENUE

June 10, 1993

SBMEM/24
062493/12

# BOSTON REDEVELOPMENT AUTHORITY

## DEVELOPMENT PLAN
and
## DEVELOPMENT IMPACT PROJECT PLAN
for
## PLANNED DEVELOPMENT AREA NO. 43

595 Commonwealth Avenue

Trustees of Boston University

June 10, 1993

Development Plan: In accordance with Section 3-1A of the Boston Zoning Code (the "Code"), this development plan and development impact project plan (the "Development Plan") sets forth information on the proposed development (the "Project") of 595 Commonwealth Avenue, a site of approximately 1.14 acres (the "Site"), including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Site, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures. This Development Plan represents the first stage in the planning process for the improvement of the Site. In the next stages of the development process, design development plans and final plans and specifications for the Project will be submitted to the Boston Redevelopment Authority (the "BRA") pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Development Plan. This Development Plan consists of 6 pages of text plus attachments designated Exhibits A through G. All references to this Development Plan contained herein shall pertain only to such 6 pages and exhibits. Exhibits A through G are subject to final design, environmental and other development review by the BRA and by other governmental agencies and authorities. This Development Plan is also intended to satisfy the requirements of Article 26A and Article 26B of the Code regarding Development Impact Project Plans.

Developer: Trustees of Boston University, a Massachusetts nonprofit, educational corporation, its successors and assigns (the "University").

Location and Description of Site: The Site consists of a parcel of land containing approximately 49,686 square feet or approximately 1.14 acres, located at 595 Commonwealth Avenue, Boston, Suffolk County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and as shown on a plan entitled "Topographic Site Plan Boston University 587-599 Commonwealth Avenue Boston, Mass", dated January 6, 1992, revised February 11, 1992, October 29, 1992, March 23, 1993 and April 27, 1993, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit B.

Proposed Location and Appearance of Structures: As currently planned, the Project will include the construction of a single structure ("595 Commonwealth Avenue"), rising nine (9) stories above the grade of Commonwealth Avenue. This above-grade structure will be constructed above a three (3) level parking facility located below the grade of Commonwealth Avenue. It is currently anticipated that 595 Commonwealth Avenue will be located approximately as shown on Exhibit C attached hereto. 595 Commonwealth Avenue will have heights and a gross floor area not in excess of those set forth on Exhibit D attached hereto. All references herein to "gross floor area" refer to that term as defined in the Code.

The elevations and the building section attached hereto as Exhibit E illustrate the general appearance of 595 Commonwealth Avenue. The final location and appearance of 595 Commonwealth Avenue are subject to final design, environmental and other development review by the BRA and other governmental agencies and authorities.

Incidental to the construction of the Project will be the demolition of the buildings currently located on the Site.

Proposed Open Spaces and Landscaping: The creation of new landscaping along Commonwealth Avenue and Sherborn Street as well as new sidewalk materials and other streetscape improvements are presently planned in connection with the Project. These improvements will include a variety of paving materials, lighting, trees, shrubs and ground cover.

Proposed Uses of the Area: The Project is planned to include educational and other institutional uses, eating places, office uses, parking and uses ancillary, accessory, incidental and/or

auxiliary to any of the foregoing uses, including roadways and pedestrian areas for access through the Site. The proposed uses planned for the Project may include those uses listed in Exhibit F attached hereto.

Proposed Dimensions of Structures: 595 Commonwealth Avenue will have heights and a gross floor area not in excess of those set forth on Exhibit D attached hereto. Upon establishment of the PDA, the Site will be located in a B-4-D zoning district. In such districts, relief from the requirements of the Code may be sought as exceptions pursuant to Article 6A of the Code. Exhibit G attached hereto sets forth a list of anticipated zoning exceptions required for the Project. Because the design of the Project is subject to further design, environmental and other development review by the BRA and other governmental agencies and authorities, the zoning relief required for the Project may change correspondingly.

Proposed Densities: The Site is located in a B-4, General Business Zoning District, in which the maximum floor area ratio ("FAR") under the Code is 4.0. This Development Plan provides for an overall FAR of 6.5 for the Site based upon the ratio of 322,959 square feet of gross floor area (calculated as described in the Code) to the existing land area of the Site of approximately 49,686 square feet.

Development Impact Project Contribution: As required under Section 26A-3 of the Code, the University will enter into a Development Impact Project Agreement (the "DIP Agreement") with the BRA and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project, to the extent required by the DIP Agreement. As required under Section 26B-3 of the Code, the University will also be responsible for making a Jobs Contribution with regard to the Project, to the extent required by the DIP Agreement. It is anticipated that 595 Commonwealth Avenue will contain approximately 321,700 square feet of gross floor area devoted to certain uses enumerated in Table D of Article 26A of the Code and Table E of Article 26B of the Code, including, without limitation, use No. 16A under the Code and other institutional and educational uses.

Projected Number of Employees: It is estimated that the Project will generate approximately 300 construction jobs in the City of Boston and that approximately 480 people will be employed at the Site when the Project is completed.

Proposed Traffic Circulation: Vehicular access to and egress from 595 Commonwealth Avenue is expected to be on Commonwealth Avenue and Sherborn Street. Current plans provide for an entrance to the parking garage to be located along the southeast corner of 595 Commonwealth Avenue. Interior circulation within the garage will be via a ramp system.

Proposed Parking and Loading Facilities: The garage planned for the Site will provide up to 270 parking spaces. As currently planned, the Project will include a three bay loading dock with one bay being devoted to a trash compactor/dumpster.

Access to Public Transportation: The Site is located on the Commonwealth Avenue branch of the MBTA Green Line. A trolley stop is located directly in front of the Site, on Commonwealth Avenue at Sherborn Street. MBTA buses running between Watertown and Kenmore Square travel along Commonwealth Avenue with a stop at the corner of Commonwealth Avenue and Sherborn Street, and MBTA buses running between Central Square in Cambridge and Boston City Hospital in the South End also travel along Commonwealth Avenue with a stop at the BU Bridge. In addition, Kenmore Square, to the east of the Site, is a major public transportation hub.

Development Review Procedures: All design plans for the Project are subject to ongoing development review and approval by the BRA. Such review is to be conducted in accordance with the BRA's "Development Review Procedures" dated 1985, revised 1986 in the form attached to, and as affected by, the Cooperation Agreement for the Site.

Public Benefits: The Project is expected to result in positive benefits to the City and to several neighborhoods which are adjacent to or near the University. These public benefits are expected to include (1) added vitality and safety along sections of Commonwealth Avenue and Sherborn Street bordering the Site, (2) the satisfaction of urban design objectives by filling the visual gap presented by the existing uses of the site, (3) the creation of a visual gateway at the eastern end of the University's Commonwealth Avenue campus, (4) pedestrian improvements with new landscaped areas and streetscaping elements, (5) improved pedestrian and traffic safety along Commonwealth Avenue, (6) the expansion of markets for Kenmore Square area businesses due to an influx of students and University employees and (7) providing that abutting landowners approve, the paving of the alley to the rear of the Site, leading to improved access and safety.

From a financial and economic perspective, the Project is expected to contribute significantly to Boston's economy by adding

approximately 300 construction jobs in the City of Boston. It is also anticipated that approximately 480 people will be employed at the Site when the Project is completed. With approximately 9,600 employees, the University is among the largest private employers in Boston.

Attachments:

| | |
|---|---|
| Exhibit A: | Legal Description |
| Exhibit B: | Plan entitled "Topographic Site Plan Boston University 587-599 Commonwealth Avenue Boston, Mass" |
| Exhibit C: | Plan showing approximate location of 595 Commonwealth Avenue |
| Exhibit D: | Maximum Building Heights and Gross Floor Area |
| Exhibit E: | Elevations and Building Section |
| Exhibit F: | Table of Proposed Uses |
| Exhibit G: | Anticipated Zoning Exceptions |

EXHIBIT A
to PDA Development Plan

(exhibit begins on next page)

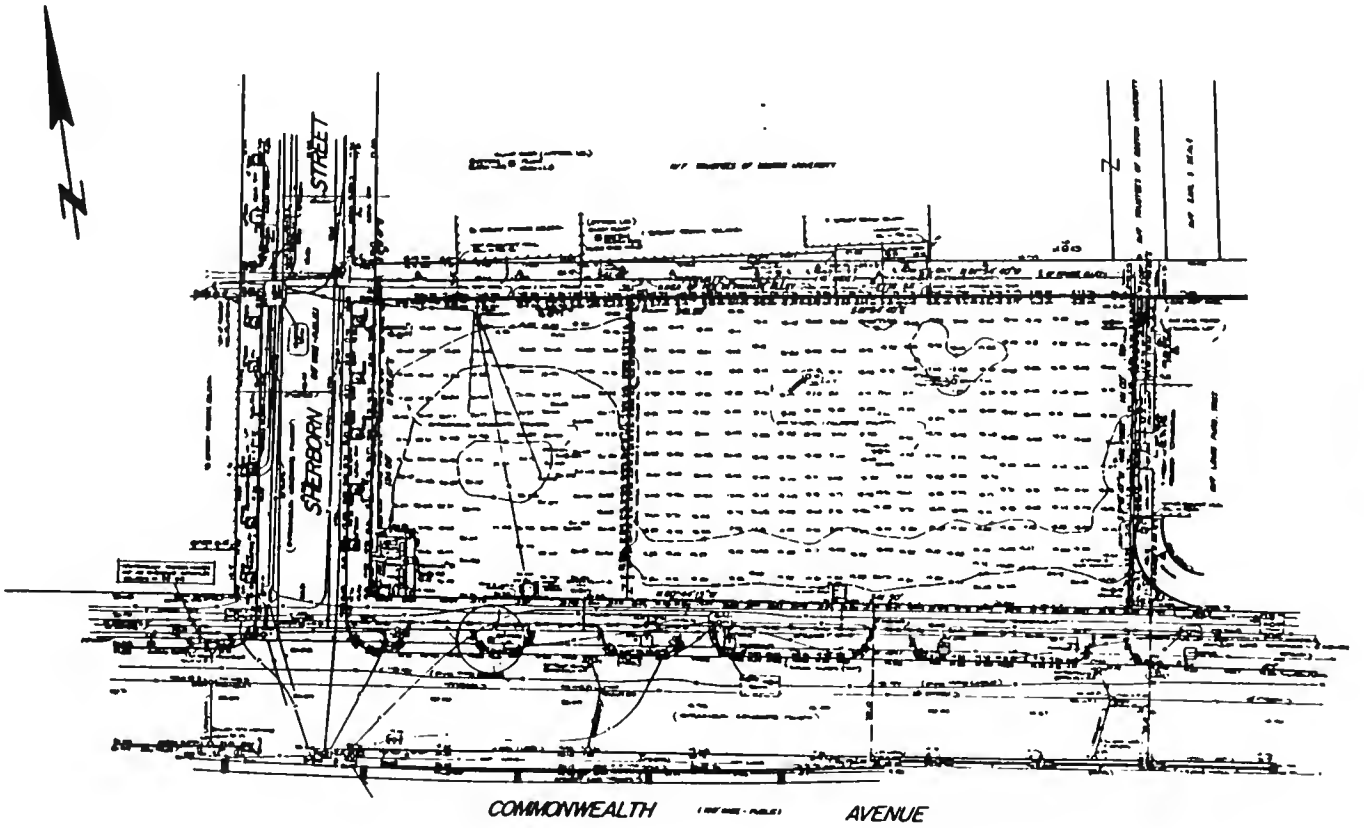
A parcel of land, in Boston, Suffolk County, Massachusetts, shown on a plan entitled "Topographic Site Plan Boston University 587-599 Commonwealth Avenue Boston, Mass", dated January 6, 1992, revised February 11, 1992, October 29, 1992, March 23, 1993 and April 27, 1993, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

| | |
|---|---|
| SOUTHERLY | by Commonwealth Avenue, 341.50 feet; |
| WESTERLY | by Sherborn Street, 142.00 feet; |
| NORTHERLY | by the center line of a Private Alley, 341.42 feet; and |
| EASTERLY | by land now or formerly of Louis Puro, Trustee, 141.00 feet. |

Containing 49,686 square feet according to said plan.

EXHIBIT B
to PDA Development Plan

(exhibit begins on next page)




| |
|---|
| DEED AREA = 46,954 SQ.FT. |
| FEE TO ℄ OF PRIVATE ALLEY AREA = 2732 SQ.FT. |
| TOTAL AREA = 49,686 SQ.FT. |

TOPOGRAPHIC SITE PLAN
BOSTON UNIVERSITY

587-599 COMMONWEALTH AVENUE

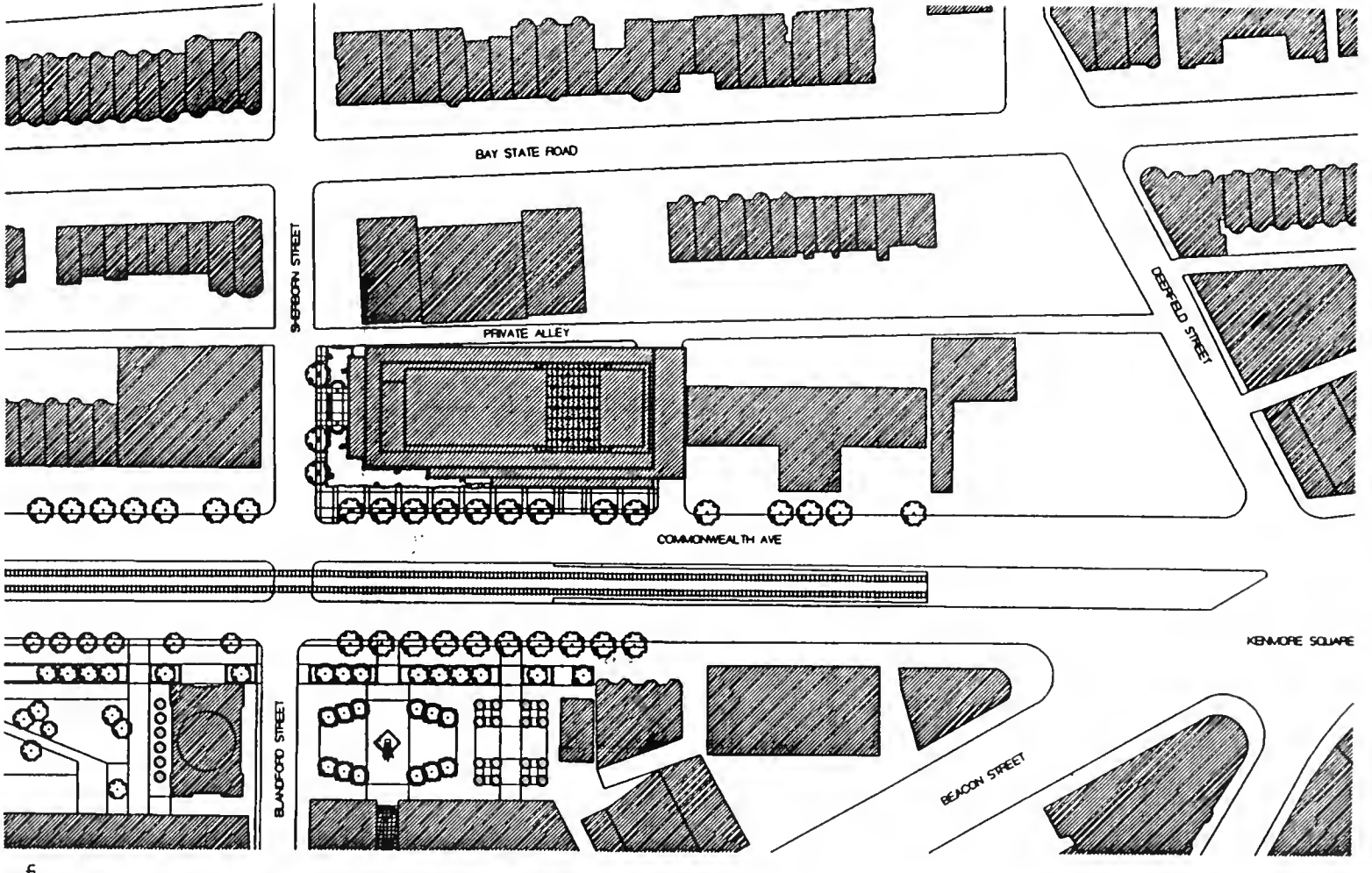
BOSTON, MASS

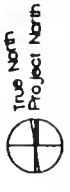
SCALE 1" = 20'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE
PHONE (617)357-9740

JANUARY 8, 1992
LAND SURVEYORS
BOSTON, MASS 02118

EXHIBIT C
to PDA Development Plan

(exhibit begins on next page)




SITE PLAN

0 50' 100'

EXHIBIT D
to PDA Development Plan

(exhibit begins on next page)

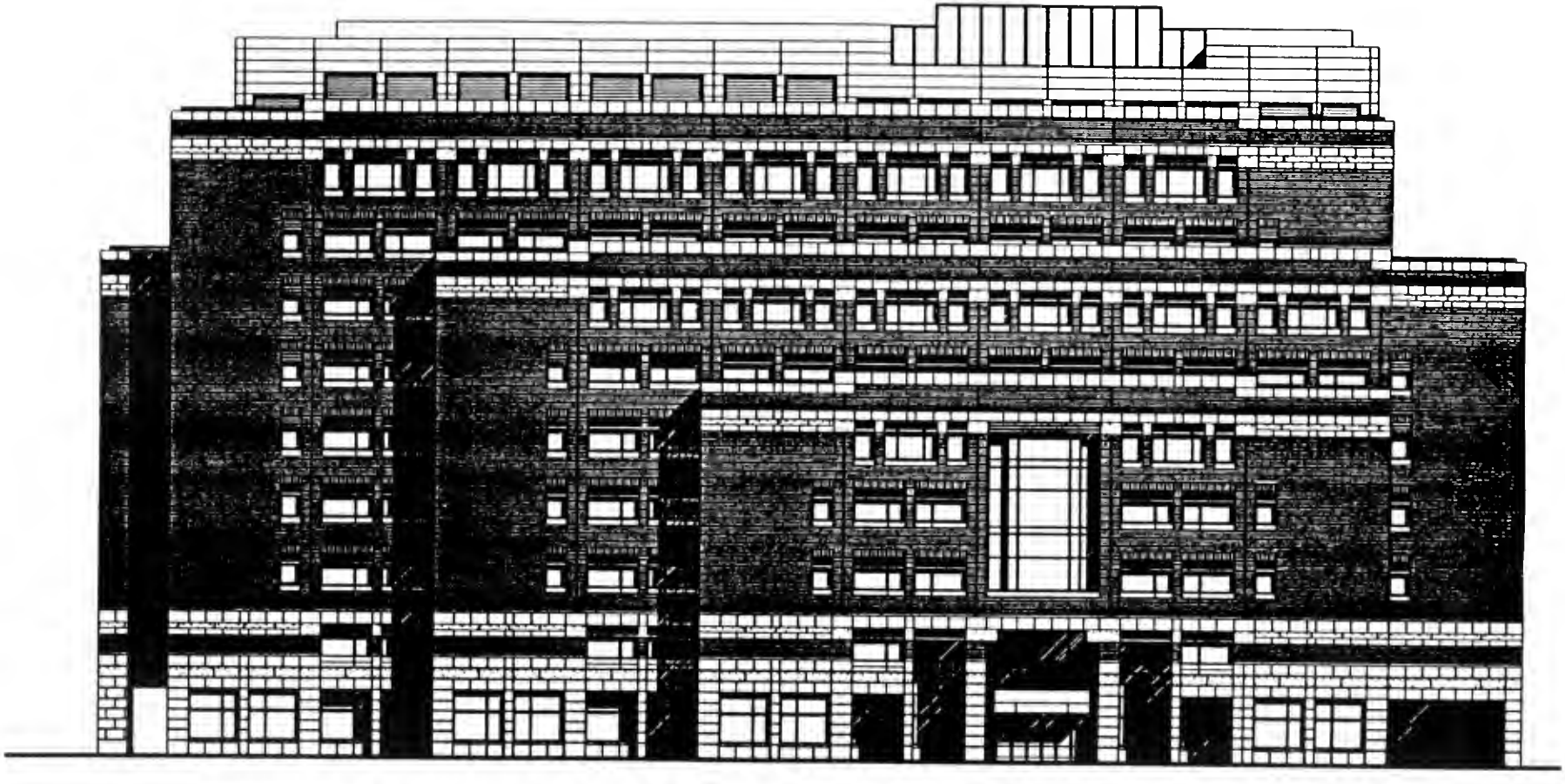
## MAXIMUM BUILDING HEIGHTS AND GROSS FLOOR AREA

| | Gross Floor Area Not to Exceed (square feet) | Height Not to Exceed (stories/feet and inches above grade, as defined in the Code) |
|---|---|---|
| 595 Commonwealth Avenue | 322,959 | 9 (plus mechanical penthouse)/166'2" |

The parking garage to be located in 595 Commonwealth Avenue will be situated below the average grade of Commonwealth Avenue as it abuts the Site. Because the Code excludes from the definition of "gross floor area" any garage space which is in the basement of a building, and because the Code defines basement as "that portion of a building which is partly or completely below grade", the floor space devoted to parking which is to be located in 595 Commonwealth Avenue is not included in the "gross floor area" figure provided on this table or elsewhere in this Development Plan.

EXHIBIT E
to PDA Development Plan

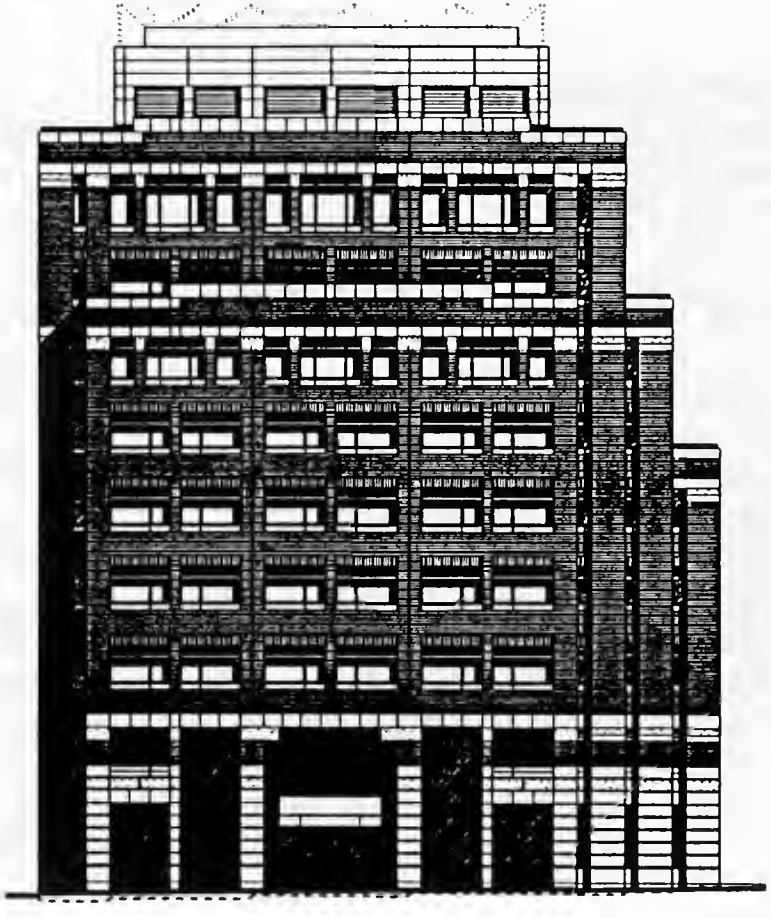
(exhibit begins on next page)



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

SOUTH ELEVATION
( 9 STORY BUILDING )

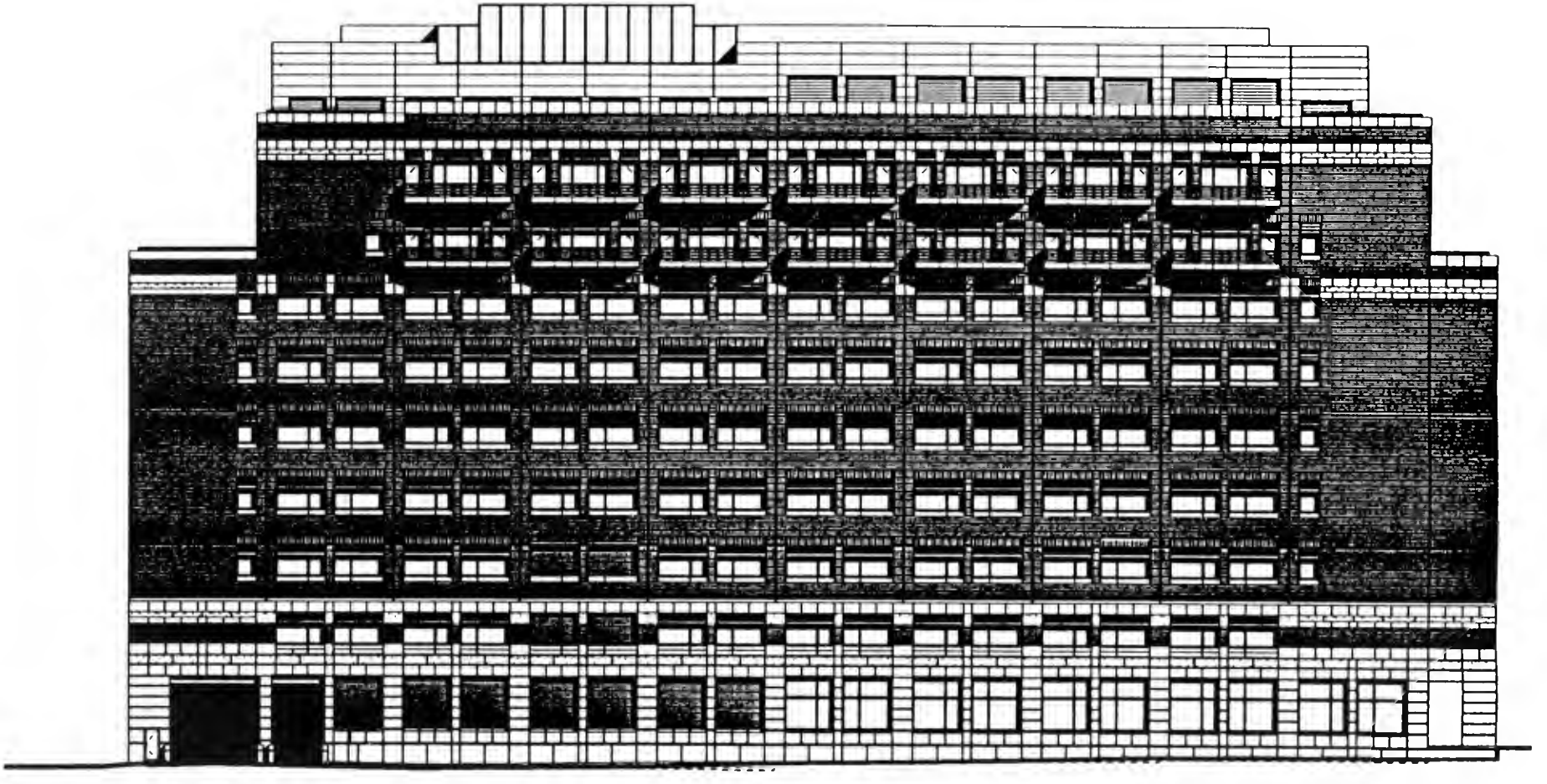
7 JUNE 1993



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

WEST ELEVATION
( 9 STORY BUILDING )

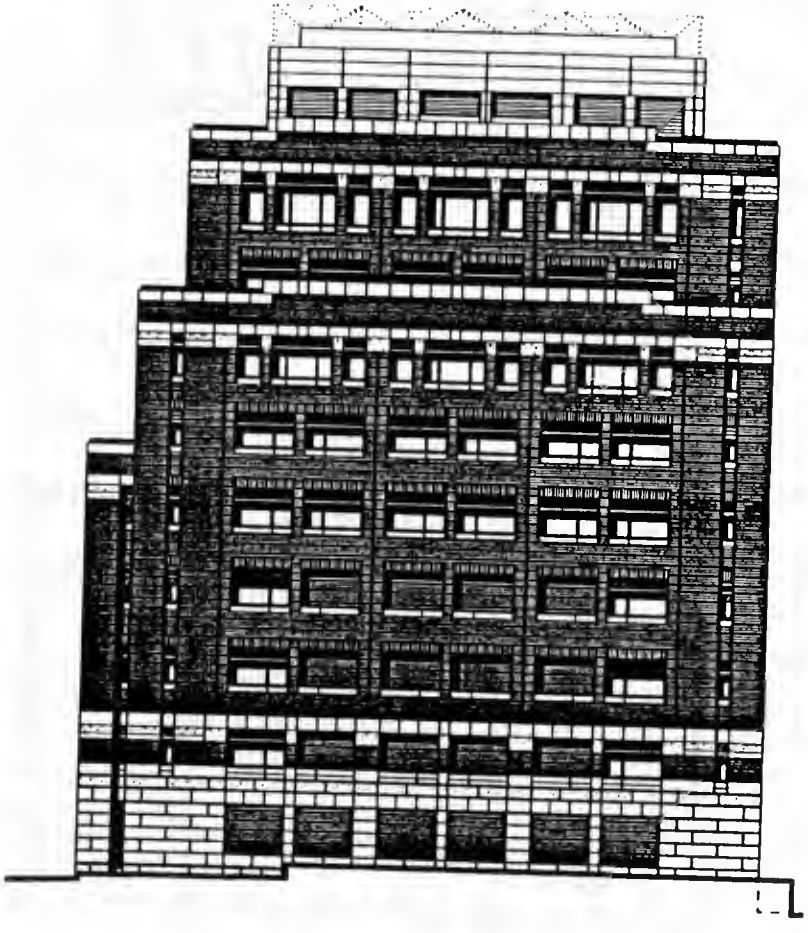
7 JUNE 1993



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

NORTH ELEVATION
( 9 STORY BUILDING )

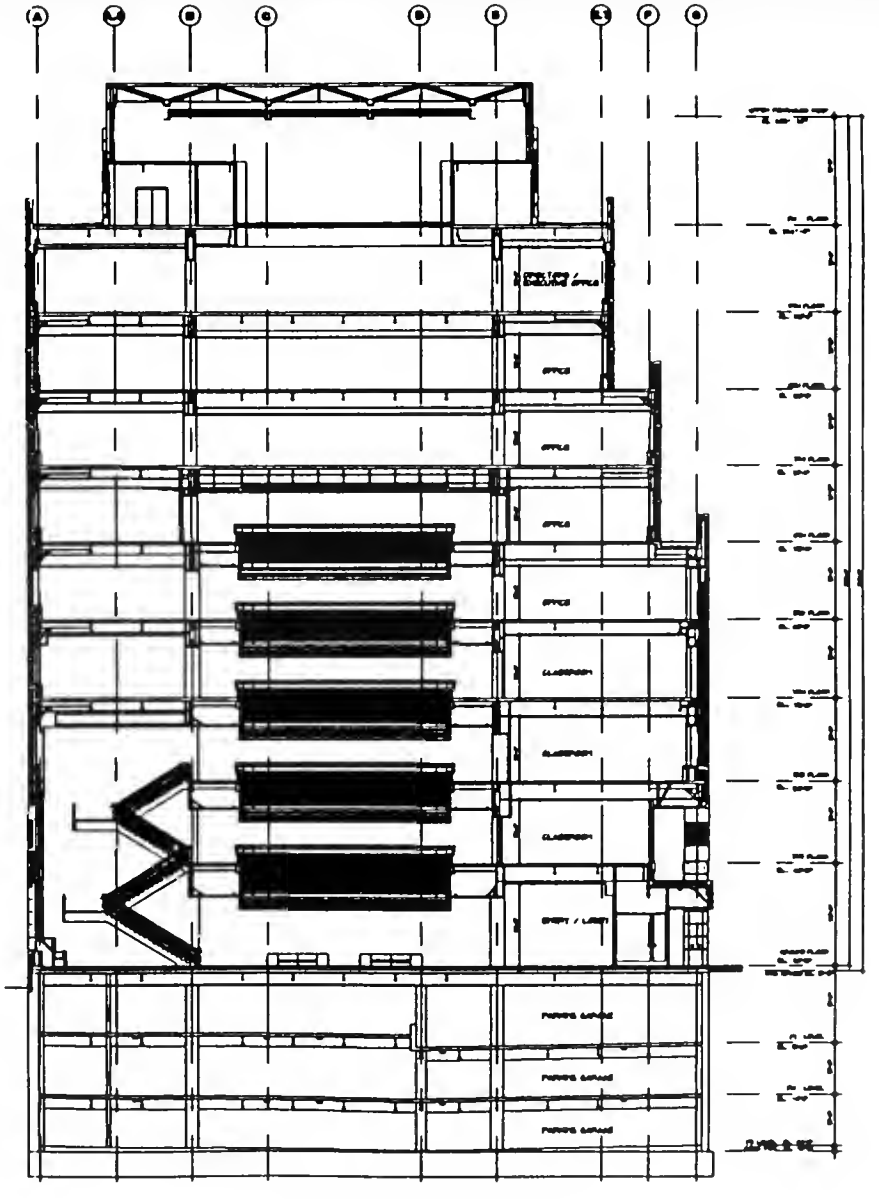
7 JUNE 1993



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

EAST ELEVATION
( 9 STORY BUILDING )

7 JUNE 1993



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

BUILDING SECTION
( 9 STORY BUILDING )

7 JUNE 1993

EXHIBIT F
to PDA Development Plan

(exhibit begins on next page)

## TABLE OF PROPOSED USES

| USE NO. | USE |
|---|---|
| 16A | College or university granting degrees by authority of the Commonwealth of Massachusetts |
| 18 | Trade, professional or other school |
| 20A | Library or museum not conducted for profit, and accessory to, a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not in the same lot |
| 24 | Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot, provided that all resulting cinders, dust, flashing, fumes, gases, odors, refuse matter, smoke and vapor are effectively confined to the lot or so disposed of as not to be a nuisance or hazard to health or safety; and provided also that no noise or vibration is perceptible without instruments more than fifty feet from the lot or any part of the lot. |
| 29 | Adult education center building |
| 34 | Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 34A, including, but not limited to, store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances |
| 36A | Sale over the counter, not wholly incidental to a use listed under Use Item |

| | |
|---|---|
| | No. 34 or Use Item No. 37 or Use Item No. 50, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out |
| 37 | Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink is served to, or consumed by, persons while seated in motor vehicles |
| 38 | Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including motion picture theatre but not drive-in theatre); concert hall; dance hall; ... provided that such establishment is customarily open to the public at large and does not exclude any minor by reason of age as a prevailing practice |
| 39 | Office of accountant, architect, attorney, dentist, physician, or other professional person, not accessory to a main use |
| 40 | Real estate, insurance or other agency office |
| 41 | Office building, post office, bank (other than drive-in bank) or similar establishment |
| 59 | Parking garage |
| 71 | Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district unless such use is |

a use specifically forbidden in such other district

72 As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors; provided that, in the case of a lot lying in two or more districts, such parking is accessory to a use that is lawful in the district in which such parking is located

79 As an accessory use subject to the limitations and restrictions of Article 10, in hospitals with more than fifty beds, and in educational institutions with more than four hundred full time students, incidental uses and services ordinarily found in connection therewith and primarily for the patients and staff or students and faculty, when conducted wholly within a building and entered solely from within the building where there is but one building on the lot or from an entrance not directly facing a street or lot line where there is more than one building on a lot

80 As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use

85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use

EXHIBIT G
to PDA Development Plan

(exhibit begins on next page)

## ANTICIPATED ZONING EXCEPTIONS

Use Item Nos. 16A, 18, 20A, 24, 36A, 59, 71, 72, 79 and 85

3-1A(c) Restricted Parking District

11 Signs

22 Yard Regulations

| Article | | Requirements | Proposed |
|---|---|---|---|
| 15 | Floor Area Ratio | 4.0 | 6.5 |
| 19 | Side Yards | East - 16.75' | .17' |
| 20 | Rear Yards | 20' | 8.5' |
| 21 | Setbacks of Parapet | North - 81.2'<br>South 31.2'<br>East - 50.2'<br>West - 20.2' | North 8.5'<br>South - none<br>East - .17'<br>West - 20.66' |
| 24 | Off-Street Loading | 5 | 3, with one devoted to a trash compactor/ dumpster |

As required by the Code, the calculation of parapet setback requirements set forth above is based on the formula $\frac{H+L}{6}$ and the provisions of Article 21. Determining the applicable requirement for each face of a building wall, as anticipated by the Code, would require several calculations for each side of the building because of the numerous setbacks in building depth and height. Instead, the requirements set forth above are based upon the "worst case", viewing each side of the building as a whole, by inserting the maximum height and length of each side of the building into the formula. The proposed parapet setbacks of the building are the minimum anticipated setback from lot lines of each side of the building although these numbers (like the side yard and rear yard parapet setbacks) may change based upon continuing development review.

# DEVELOPMENT IMPACT PROJECT AGREEMENT
# INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT
# FOR
# PLANNED DEVELOPMENT AREA NO. 43
# 595 COMMONWEALTH AVENUE

THIS DEVELOPMENT IMPACT PROJECT AGREEMENT is made as of _____, 1993 between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter the "Authority"), a public body politic and corporate created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, having a principal place of business of One City Hall Square, Boston, Massachusetts 02201, and the TRUSTEES OF BOSTON UNIVERSITY, an educational, non-profit corporation whose principal business address is 25 Buick Street, Boston, Massachusetts 02215 Attn: Vice President for Business Affairs (hereinafter the "Applicant"). The Authority and the Applicant, collectively, shall be referred to herein as the "Parties."

WITNESSETH

WHEREAS, the Applicant wishes to undertake the development of a certain parcel of land in the City of Boston known as 595 Commonwealth Avenue and more particularly described in Exhibit A (the "Site");

WHEREAS, the Applicant submitted a Development Plan and Development Impact Project Plan (the "Development Plan") for approval by the BRA Board, which contemplates the construction of the following on the Site (a) a new building consisting of approximately 321,700 gross square feet, of nine (9) stories in height for the Boston University School of Management (the "Building") and (b) a three (3) level parking facility located below the grade of Commonwealth Avenue below the nine (9) story new building (the "Parking Facility"; together the Building and the Parking Facility are referred to as the "Development");

WHEREAS, the Development Plan was approved by the Authority on _____, 1993 (the "Vote"), after a public hearing at its meeting held on June 10, 1993, notice of which hearing was published in The Boston Herald on June 1, 1993 and June 4, 1993, a certified copy of which Vote is attached hereto as Exhibit B;

WHEREAS, the Development is proposed to include educational and other institutional uses, eating places, office uses, parking and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including roadways and pedestrian areas for access through the Site;

WHEREAS, the Development constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code and Section 26B-2(1) of Article 26B of the Boston Zoning Code;

WHEREAS, the Neighborhood Housing Trust (the "Neighborhood Housing Trust") as referred to in Article 26A of the Boston Zoning Code has been created under the authority of Chapter 371 of the Acts of 1987 and the laws of the Commonwealth of Massachusetts and administered pursuant to a Declaration of Trust dated November 19, 1985 and pursuant to an Ordinance Establishing the Neighborhood Housing Trust passed by the Boston City Council on May 21, 1986 and approved by the Mayor of Boston on July 6, 1986; and

WHEREAS, the Neighborhood Jobs Trust (the "Neighborhood Jobs Trust") as referred to in Article 26B of the Boston Zoning Code has been created under the authority of Chapter 371 of the Acts of 1987 and the laws of the Commonwealth of Massachusetts and administered pursuant to a Declaration of Trust dated November 19, 1985 and pursuant to an Ordinance Establishing The Neighborhood Jobs Trust passed by the Boston City Council on August 19, 1987 and approved by the Mayor of Boston on September 8, 1987.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Plan and Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Development Plan and Development Impact Project Plan for the Site, a copy of which is attached hereto as Exhibit C and hereby incorporated by reference (the "Development Plan"), that the Development Plan includes a Development Impact Project Plan as required by Section 26A-3 of Article 26A and Section 26B-3 of Article 26B of the Boston Zoning Code and that after a public hearing held on June 10, 1993, notice of which was published in The Boston Herald on June 1, 1993 and June 4, 1993, the Authority approved the Development Plan on _____, 1993 pursuant to and in accordance with the Boston Zoning Code. Subject to the provisions of the Cooperation Agreement between the Parties of even date herewith, it is understood and agreed to by the Parties that no development of the Site will be undertaken except in accordance with the Development Plan approved by the Authority and the Boston Zoning Commission.

ARTICLE 2. HOUSING LINKAGE PAYMENT

2.1 Housing Linkage Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a

Development Impact Project Contribution (hereinafter "Housing Linkage Payment"), as such term is defined in Section 26A-2(3) of the Boston Zoning Code, in an amount calculated in accordance with Paragraph 2.5 of this Agreement. Subject to the provisions of this Agreement, the Applicant may, at its option, satisfy its obligation for the Housing Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in Paragraph 2.2 of this Agreement (hereinafter "Housing Creation Option"), or by payments made in accordance with Paragraph 2.3 of this Agreement (hereinafter "Housing Payment Option"), or by a combination of both the Housing Creation Option and the Housing Payment Option.

2.2 Housing Creation Option. If the Applicant shall elect to create or contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston in order to satisfy its obligation for all or a part of the Housing Linkage Payments, the Applicant shall submit a proposal in writing to the Authority on or before the Housing Linkage Payment Date (as defined in Paragraph 2.7 of this Agreement). Such proposal, if approved in accordance with the Housing Creation Regulations dated April 17, 1986, adopted by the Authority pursuant to Section 26A-2(3)(a) of Article 26A of the Boston Zoning Code (the "Housing Creation Regulations") and

performed by the Applicant, shall satisfy the provisions of Section 26A-2(3)(a) of Article 26A of the Boston Zoning Code. The proposal shall include a description of the number, location, cost and design of the housing units. In the event that the Applicant elects the Housing Creation Option, the Applicant pledges compliance with the Housing Creation Regulations. The proposal shall be subject to approval by the Authority after public notice and hearing.

2.3 Housing Payment Option.

(a) Housing Linkage Payment Under Housing Payment Option. If the Authority shall not have approved the Applicant's election of the Housing Creation Option as set forth in Paragraph 2.2 of this Agreement on or before the Housing Linkage Payment Date or if the Applicant shall elect to contribute money payments in order to satisfy its obligation for all or a part of the Housing Linkage Payment for the Development, said payments shall be made to the Collector-Treasurer of the City of Boston (the "Collector-Treasurer"), Room M-5, One City Hall Square, Boston, Massachusetts 02201, as managing trustee of the Neighborhood Housing Trust. Payments shall be made in twelve (12) equal annual installments. The Authority hereby agrees that delivery of such payments to the Collector-Treasurer constitutes full satisfaction of the Applicant's obligation to make the

Housing Linkage Payments. The first installment of such payments shall be due and payable on the Housing Linkage Payment Date as defined in Paragraph 2.7 of this Agreement, and subsequent installments shall be due and payable without interest on the following eleven (11) anniversary dates of the Housing Linkage Payment Date.

(b) Amount of Housing Payment Option. The Housing Linkage Payment shall be in an amount calculated in accordance with the provisions of Paragraph 2.5 of this Agreement.

(c) Late Payment. In the event any installment of the Housing Linkage Payment is not made in a timely manner as provided herein, the Applicant shall pay interest thereon at the rate of 1.5% per month, commencing on the applicable date when payment should have been received by the Collector-Treasurer and ending on the date when the Collector-Treasurer receives payment.

(d) Letter of Credit. If the Applicant satisfies its obligation to make the Housing Linkage Payment by fulfilling the Housing Payment Option or a combination which includes the Housing Payment Option, or has not secured the Authority's approval of its proposal for housing creation by the Housing Payment Date, the Applicant shall deliver to the Authority by or on the Housing Linkage Payment Date an assignable letter (or letters) of credit

for the benefit of the Neighborhood Housing Trust (the "Letter of Credit") in an amount equal to (x) the total Housing Linkage Payment due, less (y) the amount of the first annual installment paid by or on the Housing Linkage Payment Date.

(i) The Letter of Credit shall remain in full force and effect until the entire Housing Linkage Payment shall have been paid (it being agreed and understood that the Letter of Credit may, subject to the terms hereof, have an expiration date earlier than the expiration of the twelve-year period during which the Applicant's obligations under the Housing Payment Option would remain outstanding, so long as such Letter of Credit authorizes the Authority to draw upon it if not replaced, extended or renewed at least thirty (30) days prior to its expiration date). The Letter of Credit shall be for a period of not less than one (1) year. In the event that any installment due hereunder remains outstanding as of the date thirty (30) days before the expiration of such Letter of Credit, such Letter of Credit shall, at least thirty (30) days before such expiration, be

renewed, extended or replaced with a substitute Letter of Credit with a term of not less than one (1) year.

(ii) The Letter of Credit shall provide that it is payable upon presentation to the issuer of a certified statement by the Director of the Authority or by the Collector-Treasurer stating that (A) a payment obligation secured by the Letter of Credit has not been timely satisfied or (B) the Letter of Credit, as the same may have been renewed, extended or replaced, has not been renewed, extended or replaced (or further renewed, extended or replaced as the case may be) prior to thirty (30) days before its expiration, as required by the terms of this Agreement.

(iii) The Applicant may, by tendering evidence of the receipt by the Collector-Treasurer of an installment of the Housing Linkage Payment (other than the initial installment), reduce the amount of the Letter of Credit by the amount of such payment. In connection with the foregoing, the Authority agrees to take all actions which may be necessary or appropriate to enable the Applicant to implement

such reduction, including without limitation providing its written consent to any amendment to the Letter of Credit or exchanging the Letter of Credit for one or more substitute letters of credit having the reduced principal amount.

2.4 Conversion to Housing Creation Option After Housing Payment Date. If the Applicant is making its Housing Linkage Payment on the installment basis under the Housing Payment Option after the Housing Linkage Payment Date but before having paid all of the installments due thereunder and the Applicant desires to elect the Housing Creation Option, the Applicant shall submit a housing creation proposal in writing to the Authority. Such proposal, if approved by the Authority and performed by the Applicant, shall satisfy the obligation of the Applicant to make any remaining installments due under the Housing Payment Option.

Notwithstanding the foregoing, in the event that the Neighborhood Housing Trust and/or the Authority shall have assigned and conveyed all of its right, title and interest in and to any of the remaining annual installments of the Housing Linkage Payment payable by the Applicant in accordance with Paragraph 2.12 hereof, the Applicant shall not have the right to convert to the Housing Creation Option in accordance with this Paragraph 2.4.

2.5 Calculation of Housing Linkage Payment. The parties hereby acknowledge that the Development will include certain uses enumerated in Table D of Article 26A of the Boston Zoning Code as in existence on the date hereof (hereinafter "Table D Uses"), including, without limitation, Use No. 16A under the Boston Zoning Code and other institutional and educational uses, as more particularly set forth in the Development Plan, and that the construction of the Development will require certain exceptions to the Boston Zoning Code. It is anticipated that the gross floor area (calculated pursuant to Section 2-1(21) of the Boston Zoning Code) of the Development devoted to one or more of such Table D Uses in the aggregate will exceed one hundred thousand (100,000) square feet. It is anticipated that the Development will include approximately 321,700 gross square feet dedicated to Table D Uses, which area is calculated in accordance with the definition of gross floor area contained in Section 2-1(21) of the Boston Zoning Code, based on schematic drawings of the Development. It is anticipated that the total amount of the Housing Linkage Payment referred to in Paragraph 2.1 of this Agreement, calculated at the rate of $5.00 for each square foot of gross floor area in excess of one hundred thousand (100,000) square feet devoted to one or more Table D Uses will approximate a total of $1,108,500.00. The parties acknowledge that the amount of the Housing Linkage Payment is based upon gross floor areas as estimated in the Development Plan. Prior to the issuance of a Certificate of Occupancy, the

Applicant shall submit a statement of the final gross floor area for the Development as certified by the architect for the Development in accordance with Section 2-1(21) of the Boston Zoning Code. In calculating the amount of Housing Linkage Payment, all parking uses shall not be considered "ancillary or accessory to the uses listed in Table D" within the meaning of Section 26A-3(2)(a) of the Boston Zoning Code and thus shall not be included in the calculation of gross floor area subject to Housing Linkage Payments. If the actual gross floor area of the Development, as defined in Section 2-1(21) of Article 2 of the Boston Zoning Code and as certified by the architect for the Development, differs from the above-stated estimate, the Applicant shall adjust the amount of the Housing Linkage Payment for the Development in accordance with Article 26A of the Boston Zoning Code to reflect the change in gross floor area, provided that if the adjustment reduces the Housing Linkage Payment, the adjustment as to any Housing Linkage Payment already paid shall be in the form of a credit against future Housing Linkage Payment obligations of the Applicant, if any.

2.6 Recalculation. The Authority hereby agrees that, subject to the final calculation provisions contained in Paragraph 2.5 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Housing Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Boston Zoning

Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code, or any other changes in the Boston Zoning Code after the date hereof, shall not in any way increase the Housing Linkage Payment determined in accordance with Paragraph 2.5 of this Agreement nor decrease the period over which Housing Linkage Payments are to be made.

2.7 Housing Linkage Payment Date. The Housing Linkage Payment Date shall be the earlier of (i) the date of the issuance of the initial Certificate of Occupancy for the Development or (ii) the date twenty-four (24) months after the granting of the initial building permit for the Development. For purposes of this Agreement, the "initial building permit for the Development" shall be deemed to refer to the first building permit issued in connection with the construction of the Development described in the Development Plan (including, by way of example but not of limitation, any foundation work undertaken in connection therewith), and shall not refer to any building or other permits or approvals issued in connection with the excavation of the site or demolition of any structures (or portions thereof) now existing on the Site, or the conducting of borings, soil investigations or other similar activities.

2.8 Notice of Agreement. Upon execution of this Agreement, the Authority will notify the Collector-Treasurer of such execution. The Authority shall review the Applicant's determination of the final gross floor area of the Development. If the Authority confirms the Applicant's determination, it shall so certify and forward the same to the Inspectional Services Department of the City of Boston ("ISD") with a copy to the Collector-Treasurer.

2.9 Development Address. In order to assist the Collector-Treasurer in coordinating collection efforts with ISD, the Applicant shall submit to the Authority and the Neighborhood Housing Trust the Development address as listed on the building permit application and the building application numbers.

2.10 Non-Accrual of Housing Linkage Payment. If a building permit is not granted for the Development or part thereof, or if construction of the Development or part thereof is abandoned after a building permit is obtained and prior to the commencement of substantial construction (the commencement of foundation work shall constitute commencement of substantial construction), or if a building permit for the Development or part thereof is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Housing Linkage Payment with respect to the portions of the

Development not constructed. The Parties acknowledge that the Development Plan contemplates the demolition of certain structures on the Site and construction of parking garages, infrastructure and other site improvements that may subsequently serve as foundations for the Building, and the parties agree that such demolition and the construction of such parking garages, infrastructure and other site improvements shall not be considered substantial construction of the Development.

2.11 Credit Towards Housing Linkage Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Development, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Boston Zoning Code, amounts payable hereunder by the Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

2.12 Assignment of Housing Linkage Payment. The Applicant and the Authority acknowledge and agree that the Neighborhood Housing Trust and/or the Authority may, at any time while any

obligations of the Applicant under Article 26A of the Code remain outstanding, and subject only to the final two sentences of this Section 2.12, assign and convey all of its right, title and interest in and to any of the then remaining annual installments of the Housing Linkage Payment payable by the Applicant. In the event that the Neighborhood Housing Trust and/or the Authority assigns and conveys all of its right, title and interest in and to any of the remaining annual installments of the Housing Linkage Payment, the Parties hereto agree to execute any documents reasonably required by the assignee to evidence such assignment, and thereafter the Applicant shall pay the assigned annual installments of the Housing Linkage Payment to the assignee. The Neighborhood Housing Trust and the Authority shall deliver to the Applicant a statement, in recordable form, acknowledging that upon payment of all of the assigned annual installments of the Housing Linkage Payment to such assignee, the Applicant shall have satisfied its obligations under Article 26A of the Boston Zoning Code to make the Housing Linkage Payment and shall have no further obligation to either the Authority or the Neighborhood Housing Trust (or, if less than all of the then remaining annual installments shall have been so assigned, setting forth the total amount of the Applicant's obligations to make the Housing Linkage Payment that will remain outstanding after such payment shall have been made to the assignee). The Authority and the Neighborhood

Housing Trust shall deliver such statement to the Applicant with the notice of any assignment hereunder.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 Jobs Linkage Payment. The Applicant shall be responsible, in accordance with this Agreement, for a Jobs Contribution Grant (hereinafter "Jobs Linkage Payment"), as such term is defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code, in the amount as calculated in accordance with Paragraph 3.4 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Jobs Linkage Payment, in whole or in part, by contributing to the creation of a jobs training program for workers who will be employed on a permanent basis by the Applicant, as described in Paragraph 3.2 of this Agreement (hereinafter, "Jobs Creation Option"), or by payment made in accordance with Paragraph 3.3 of this Agreement (hereinafter, "Jobs Payment Option"), or by a combination of both the Jobs Creation Option and the Jobs Payment Option.

3.2 Jobs Creation Option. If the Applicant shall elect to create or contribute to the creation of a jobs training program for workers who will be employed on a permanent basis by the Applicant to satisfy its obligation for all or a part of the Jobs Linkage Payment, then the Applicant shall submit a proposal in

writing to the Neighborhood Jobs Trust on or before the Jobs Linkage Payment Date (as defined in Paragraph 3.6 hereof). Such proposal, approved by the Neighborhood Jobs Trust on or before the Jobs Linkage Payment Date, as set forth in Paragraph 3.6 below, and if subsequently duly performed in accordance with its terms, shall satisfy the provisions of Section 26B-2(3)(c) of Article 26B of the Boston Zoning Code. In the event that the Applicant elects the Jobs Creation Option, the Applicant pledges compliance with the Jobs Creation Regulations. The proposal shall be subject to the approval of the Neighborhood Jobs Trust after public notice and hearing.

3.3 Jobs Payment Option. If the Applicant shall elect to contribute money payments in order to satisfy its obligation for all or a part of the Jobs Linkage Payment, or if the Neighborhood Jobs Trust shall not have approved a Jobs Creation Proposal on or before the Jobs Linkage Payment Date, the Applicant shall pay the Jobs Linkage Payment in two equal annual installments. The first installment of the Jobs Linkage Payment shall be due and payable on the Jobs Linkage Payment Date (defined in Paragraph 3.6 hereof) and the second installment shall be due and payable on the one year anniversary of such Jobs Linkage Payment Date. Said payments shall be made to the Collector-Treasurer, Room M-5, One City Hall Square, Boston, Massachusetts, as managing trustee of the Neighborhood Jobs Trust. The Authority hereby agrees that

delivery of such payments to the Collector-Treasurer constitutes full satisfaction of the Applicant's obligation to make the Jobs Linkage Payments.

3.4 Calculation of Jobs Linkage Payments. The parties hereby acknowledge that the Development will include certain uses enumerated in Table E of Section 26B-3 of Article 26B of the Boston Zoning Code as in existence on the date hereof (hereinafter "Table E Uses"), including, without limitation, Use No. 16A under the Boston Zoning Code and other institutional and educational uses, as more particularly set forth in the Development Plan. It is anticipated that the gross floor area (calculated pursuant to Section 2-1(21) of the Boston Zoning Code) of the Development devoted to one or more of such Table E Uses in the aggregate will exceed one hundred thousand (100,000) square feet. It is anticipated that the Development will include approximately 321,700 gross square feet dedicated to Table E Uses, which area is calculated in accordance with the definition of gross floor area contained in Section 2-1(21) of the Boston Zoning Code, based on schematic drawings of the Development. It is anticipated that the total amount of the Jobs Linkage Payment referred to in Paragraph 3.1 of this Agreement, calculated at the rate of $1.00 for each square foot of gross floor area in excess of one hundred thousand (100,000) square feet devoted to one or more Table E Uses will approximate a total of $221,700. The parties acknowledge that the

amount of the Jobs Linkage Payment is based upon gross floor areas as estimated in the Development Plan. In calculating the Jobs Linkage Payments, all parking uses shall not be considered "accessory to the uses listed in Table E" within the meaning of Section 26B-3(1)(a) of the Boston Zoning Code and thus shall not be included in the calculation of gross floor area subject to Jobs Linkage Payments. If the actual gross floor area of the Development, as defined in Section 2-1(21) of Article 2 of the Boston Zoning Code and as certified by the architect for the Development differs from the above-stated estimate, the Applicant shall adjust the amount of the Jobs Linkage Payment for the Development in accordance with Article 26B of the Boston Zoning Code to reflect the change in gross floor area, provided that if the adjustment reduces the Jobs Linkage Payment, the adjustment as to any Jobs Linkage Payment already paid shall be in the form of a credit against future Jobs Linkage Payment obligations of the Applicant, if any.

3.5 Recalculation. The Authority hereby agrees that, subject to the final calculation provisions contained in Paragraph 3.4 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Jobs Linkage Payment as set forth in Section 26B-3(1) of Article 26B of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code,

or any other changes in the Boston Zoning Code after the date hereof, shall not in any way increase the Jobs Linkage Payment determined in accordance with Paragraph 3.4 of this Agreement nor decrease the period over which Jobs Linkage Payments are to be made.

3.6 Jobs Linkage Payment Date. The Jobs Linkage Payment shall be made in two (2) equal annual installments. The first installment of the Jobs Linkage Payment shall be due on the Jobs Linkage Payment Date which shall be the date of the issuance of the initial building permit for substantial construction of the Development. The remaining installment for the Jobs Linkage Payment shall be due and payable without interest on the first anniversary of the Jobs Linkage Payment Date.

3.7 Non-Accrual of Jobs Payment. If a building permit is not granted for the Development or part thereof, or if construction of the Development or part thereof is abandoned after a building permit is obtained and prior to the commencement of substantial construction (the commencement of foundation work shall constitute the commencement of substantial construction) or if a building permit for the Development or part thereof is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Linkage Payment with respect to the portions of the

Development not constructed. The Parties acknowledge that the Development Plan contemplates demolition of certain structures on the Site and the construction of parking garages, infrastructure and other site improvements that may subsequently serve as foundations for the Building, and the parties agree that such demolition and the construction of such parking garages, infrastructure and other site improvements shall not be considered substantial construction of the Development.

3.8 Credit Toward Jobs Linkage Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Development, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B of the Boston Zoning Code, amounts payable hereunder by the Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force or effect.

ARTICLE 4. LIABILITY

4.1 Assignability. This Agreement shall be binding upon and enforceable against the successors and assigns of the parties hereto (other than mortgagees of the Site, or any part thereof, or those claiming through such mortgagees unless said party obtains title to the Site, or the applicable part thereof, and proceeds with the Development), it being understood and agreed that the Applicant shall have a right to transfer or assign to another party or parties its rights, interests and obligations under this Agreement and in all or a portion of the Site.

4.3 Scope of Applicant's Liability. Provided, in the event of sale or assignment, Applicant complies with the requirements of Paragraph 5.5 of this Agreement, the liability of the Applicant or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement shall be limited solely to the Development and shall not apply to other assets and property of the Applicant.

However, from and after the delivery by the Applicant to the Authority of the letter or letters of credit described in Section 2.3(d) of this Agreement, the Authority shall look solely to the proceeds of such letter(s) of credit as security for the performance of the Housing Linkage Payment obligations of the

Applicant hereunder. It being understood that the Authority shall thereafter look to no other interests of the Applicant, its successors or assigns including, without limitation, the Development or the right to the use and occupancy thereof, in the event of a breach by the Applicant of its Housing Linkage Payment obligations hereunder.

Notwithstanding the foregoing, failure to make a payment due under Article 2 or Article 3 shall be deemed a default hereunder. In the event of a default hereunder with respect to a Housing Linkage Payment or Jobs Linkage Payment, the Authority may, in addition to any other remedies available, notify ISD to withhold issuance of Certificates of Occupancy until the default is cured. No holder of a mortgage on any or all of the buildings or portions of the Development or the Site, as the case may be, shall be liable to perform or be liable in damages for the obligations of the Applicant hereunder unless and until such holder acquires title to the applicable building or portion of the Development or the Site and proceeds with the Development.

4.4 Personal Liability. No partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the Applicant or its successors or assigns, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of the Applicant or its successors or assigns.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the Parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the Parties, their successors, assigns, and legal representatives, with respect to the Development or any part thereof, including, without limitation, any successor owner or owners of the Development or any part thereof, and the Neighborhood Housing Trust and the Neighborhood Jobs Trust as third party beneficiaries. To the extent that any term or provision of this Agreement represents a contractual obligation that is also contained in any statute, ordinance, regulation or other law, such contractual obligation contained herein shall be invalid and unenforceable to the extent that such law or statute is deemed invalid or unenforceable or is inapplicable to the Development or the Building.

5.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2

or Article 26A or Article 26B of the Boston Zoning Code as in existence on the date hereof, unless otherwise provided.

5.3 Knowledge of Laws. The Applicant shall keep itself fully informed of all votes of the Authority, City ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement. The Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and the Applicant and its respective successors and assigns shall protect and indemnify the City of Boston and the Authority, its officer, agents and employees against any claim or liability arising from or based upon violations of such ordinances, executive orders, regulations or laws caused by any knowing or negligent act or omission of the Applicant and its respective successors and assigns, and their agents or employees.

5.4 Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer or representative of the Authority or the Applicant, as the case may be, and shall be either hand delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested, and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed to the principal office of the

party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

| | |
|---|---|
| Authority: | Boston Redevelopment Authority<br>One City Hall Square<br>Boston, Massachusetts 02201<br>Attn: Director |
| with copies to: | Boston Redevelopment Authority<br>One City Hall Square<br>Boston, Massachusetts 02201<br>Attn: Chief General Counsel |
| Applicant: | Trustees of Boston University<br>25 Buick Street<br>Boston, Massachusetts 02215<br>Attn: Vice President for Business Affairs |
| with copies to: | Office of the General Counsel<br>125 Bay State Road<br>Boston, Massachusetts 02215<br>Attn: Real Estate Department |
| | Melvin R. Shuman, Esq.<br>Hale and Dorr<br>60 State Street<br>Boston, MA 02109 |

5.5 Notice of Agreement upon Sale or Assignment. Prior to the sale or assignment of its interest in the Development, the Applicant shall comply with the following conditions: a) the Applicant shall not be in default of the terms and conditions of this Agreement imposed upon Applicant to such date; b) the successor or assignee shall expressly assume and agree to perform and comply with all the covenants and provisions of this Agreement on the part of the Applicant; and c) there shall be promptly delivered to the Authority the original or a duplicate original of the instrument or instruments containing such assignment to and

assumption by the successor or assignee. Failure of the Applicant to give such notice prior to the sale or assignment of its interest in the Development shall render ineffective certain provisions contained in Article 4 hereof as set forth therein. Any holder of a mortgage on the Development shall expressly assume and agree to perform any obligations of the Applicant hereunder upon acquisition of title to the Development if it proceeds with the Development.

5.6 Recording. The Applicant shall, if permitted, record at the Suffolk County Registry of Deeds (the "Registry"), a notice of this Agreement promptly after the execution thereof by all parties. If the Applicant fails promptly to record such notice, the Authority shall have the right, upon notice to the Applicant, to cause such notice to be recorded in the Registry.

5.7 Certification of Compliance. To the extent applicable, the Authority hereby agrees to assist the Applicant in obtaining from the Collector-Treasurer, upon satisfaction by the Applicant of its obligations for the Housing Linkage Payment or the Jobs Linkage Payment, as the case may be, with respect to the Development and within ten (10) business days after request by the Applicant, a certification in recordable form, that (i) said Housing Linkage Payment or Jobs Linkage Payment, or both, as the case may be, have been satisfied by the Applicant and that the

Applicant has no further liability for such Housing Linkage Payment of Jobs Linkage Payment or (ii) said Housing Linkage Payment or Jobs Linkage Payment, or both, as the case may be, have been paid to date.

5.8 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges that by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) of Article 26A and Section 26B-3(1) of Article 26B of the Boston Zoning Code insofar as satisfaction of the requirements of those Sections are a precondition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the Site.

5.9 Applicability of Obligations. The parties understand and agree that (i) in entering into this Agreement, the Applicant is not conceding that future project(s) that the Applicant may undertake on other property owned or controlled by the Applicant are or will be subject to Housing Linkage Payments and Jobs Linkage Payments and (ii) any such future project(s) will not be deemed to be an extension or part of the Development.

5.10 Titles. The captions of this Agreement, its articles and paragraphs throughout this document are intended solely to

facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

5.11 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

5.12 Transfer of Interest. Rights and interests accorded by this Agreement shall not be assigned, delegated, subcontracted or in any way transferred by the Applicant without prior written notice to the Authority.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

_____
Chief General Counsel
Boston Redevelopment Authority

BOSTON REDEVELOPMENT AUTHORITY

By_____
Paul L. Barrett, Director

TRUSTEES OF BOSTON UNIVERSITY

By_____

Attachments:

| | |
|---|---|
| Exhibit A: | Legal Description |
| Exhibit B: | Vote |
| Exhibit C: | Development Plan |

EXHIBIT A

to Development Impact Project Agreement

(exhibit begins on next page)

A parcel of land, in Boston, Suffolk County, Massachusetts, shown on a plan entitled "Topographic Site Plan Boston University 587-599 Commonwealth Avenue Boston, Mass", dated January 6, 1992, revised February 11, 1992, October 29, 1992, March 23, 1993 and April 27, 1993, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

| | |
|---|---|
| SOUTHERLY | by Commonwealth Avenue, 341.50 feet; |
| WESTERLY | by Sherborn Street, 142.00 feet; |
| NORTHERLY | by the center line of a Private Alley, 341.42 feet; and |
| EASTERLY | by land now or formerly of Louis Puro, Trustee, 141.00 feet. |

Containing 49,686 square feet according to said plan.

EXHIBIT B

to Development Impact Project Agreement

(exhibit begins on next page)

# EXHIBIT C

to Development Impact Project Agreement

(exhibit begins on next page)

# BOSTON REDEVELOPMENT AUTHORITY

## DEVELOPMENT PLAN
and
## DEVELOPMENT IMPACT PROJECT PLAN
for
## PLANNED DEVELOPMENT AREA NO. 43

595 Commonwealth Avenue

Trustees of Boston University

June 10, 1993

Development Plan: In accordance with Section 3-1A of the Boston Zoning Code (the "Code"), this development plan and development impact project plan (the "Development Plan") sets forth information on the proposed development (the "Project") of 595 Commonwealth Avenue, a site of approximately 1.14 acres (the "Site"), including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Site, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures. This Development Plan represents the first stage in the planning process for the improvement of the Site. In the next stages of the development process, design development plans and final plans and specifications for the Project will be submitted to the Boston Redevelopment Authority (the "BRA") pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Development Plan. This Development Plan consists of 6 pages of text plus attachments designated Exhibits A through G. All references to this Development Plan contained herein shall pertain only to such 6 pages and exhibits. Exhibits A through G are subject to final design, environmental and other development review by the BRA and by other governmental agencies and authorities. This Development Plan is also intended to satisfy the requirements of Article 26A and Article 26B of the Code regarding Development Impact Project Plans.

Developer: Trustees of Boston University, a Massachusetts nonprofit, educational corporation, its successors and assigns (the "University").

Location and Description of Site: The Site consists of a parcel of land containing approximately 49,686 square feet or approximately 1.14 acres, located at 595 Commonwealth Avenue, Boston, Suffolk County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and as shown on a plan entitled "Topographic Site Plan Boston University 587-599 Commonwealth Avenue Boston, Mass", dated January 6, 1992, revised February 11, 1992, October 29, 1992, March 23, 1993 and April 27, 1993, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit B.

Proposed Location and Appearance of Structures: As currently planned, the Project will include the construction of a single structure ("595 Commonwealth Avenue"), rising nine (9) stories above the grade of Commonwealth Avenue. This above-grade structure will be constructed above a three (3) level parking facility located below the grade of Commonwealth Avenue. It is currently anticipated that 595 Commonwealth Avenue will be located approximately as shown on Exhibit C attached hereto. 595 Commonwealth Avenue will have heights and a gross floor area not in excess of those set forth on Exhibit D attached hereto. All references herein to "gross floor area" refer to that term as defined in the Code.

The elevations and the building section attached hereto as Exhibit E illustrate the general appearance of 595 Commonwealth Avenue. The final location and appearance of 595 Commonwealth Avenue are subject to final design, environmental and other development review by the BRA and other governmental agencies and authorities.

Incidental to the construction of the Project will be the demolition of the buildings currently located on the Site.

Proposed Open Spaces and Landscaping: The creation of new landscaping along Commonwealth Avenue and Sherborn Street as well as new sidewalk materials and other streetscape improvements are presently planned in connection with the Project. These improvements will include a variety of paving materials, lighting, trees, shrubs and ground cover.

Proposed Uses of the Area: The Project is planned to include educational and other institutional uses, eating places, office uses, parking and uses ancillary, accessory, incidental and/or

auxiliary to any of the foregoing uses, including roadways and pedestrian areas for access through the Site. The proposed uses planned for the Project may include those uses listed in Exhibit F attached hereto.

Proposed Dimensions of Structures: 595 Commonwealth Avenue will have heights and a gross floor area not in excess of those set forth on Exhibit D attached hereto. Upon establishment of the PDA, the Site will be located in a B-4-D zoning district. In such districts, relief from the requirements of the Code may be sought as exceptions pursuant to Article 6A of the Code. Exhibit G attached hereto sets forth a list of anticipated zoning exceptions required for the Project. Because the design of the Project is subject to further design, environmental and other development review by the BRA and other governmental agencies and authorities, the zoning relief required for the Project may change correspondingly.

Proposed Densities: The Site is located in a B-4, General Business Zoning District, in which the maximum floor area ratio ("FAR") under the Code is 4.0. This Development Plan provides for an overall FAR of 6.5 for the Site based upon the ratio of 322,959 square feet of gross floor area (calculated as described in the Code) to the existing land area of the Site of approximately 49,686 square feet.

Development Impact Project Contribution: As required under Section 26A-3 of the Code, the University will enter into a Development Impact Project Agreement (the "DIP Agreement") with the BRA and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project, to the extent required by the DIP Agreement. As required under Section 26B-3 of the Code, the University will also be responsible for making a Jobs Contribution with regard to the Project, to the extent required by the DIP Agreement. It is anticipated that 595 Commonwealth Avenue will contain approximately 321,700 square feet of gross floor area devoted to certain uses enumerated in Table D of Article 26A of the Code and Table E of Article 26B of the Code, including, without limitation, use No. 16A under the Code and other institutional and educational uses.

Projected Number of Employees: It is estimated that the Project will generate approximately 300 construction jobs in the City of Boston and that approximately 480 people will be employed at the Site when the Project is completed.

Proposed Traffic Circulation: Vehicular access to and egress from 595 Commonwealth Avenue is expected to be on Commonwealth Avenue and Sherborn Street. Current plans provide for an entrance to the parking garage to be located along the southeast corner of 595 Commonwealth Avenue. Interior circulation within the garage will be via a ramp system.

Proposed Parking and Loading Facilities: The garage planned for the Site will provide up to 270 parking spaces. As currently planned, the Project will include a three bay loading dock with one bay being devoted to a trash compactor/dumpster.

Access to Public Transportation: The Site is located on the Commonwealth Avenue branch of the MBTA Green Line. A trolley stop is located directly in front of the Site, on Commonwealth Avenue at Sherborn Street. MBTA buses running between Watertown and Kenmore Square travel along Commonwealth Avenue with a stop at the corner of Commonwealth Avenue and Sherborn Street, and MBTA buses running between Central Square in Cambridge and Boston City Hospital in the South End also travel along Commonwealth Avenue with a stop at the BU Bridge. In addition, Kenmore Square, to the east of the Site, is a major public transportation hub.

Development Review Procedures: All design plans for the Project are subject to ongoing development review and approval by the BRA. Such review is to be conducted in accordance with the BRA's "Development Review Procedures" dated 1985, revised 1986 in the form attached to, and as affected by, the Cooperation Agreement for the Site.

Public Benefits: The Project is expected to result in positive benefits to the City and to several neighborhoods which are adjacent to or near the University. These public benefits are expected to include (1) added vitality and safety along sections of Commonwealth Avenue and Sherborn Street bordering the Site, (2) the satisfaction of urban design objectives by filling the visual gap presented by the existing uses of the site, (3) the creation of a visual gateway at the eastern end of the University's Commonwealth Avenue campus, (4) pedestrian improvements with new landscaped areas and streetscaping elements, (5) improved pedestrian and traffic safety along Commonwealth Avenue, (6) the expansion of markets for Kenmore Square area businesses due to an influx of students and University employees and (7) providing that abutting landowners approve, the paving of the alley to the rear of the Site, leading to improved access and safety.

From a financial and economic perspective, the Project is expected to contribute significantly to Boston's economy by adding

approximately 300 construction jobs in the City of Boston. It is also anticipated that approximately 480 people will be employed at the Site when the Project is completed. With approximately 9,600 employees, the University is among the largest private employers in Boston.

Attachments:

| | |
|---|---|
| Exhibit A: | Legal Description |
| Exhibit B: | Plan entitled "Topographic Site Plan Boston University 587-599 Commonwealth Avenue Boston, Mass" |
| Exhibit C: | Plan showing approximate location of 595 Commonwealth Avenue |
| Exhibit D: | Maximum Building Heights and Gross Floor Area |
| Exhibit E: | Elevations and Building Section |
| Exhibit F: | Table of Proposed Uses |
| Exhibit G: | Anticipated Zoning Exceptions |

EXHIBIT A
to PDA Development Plan

(exhibit begins on next page)

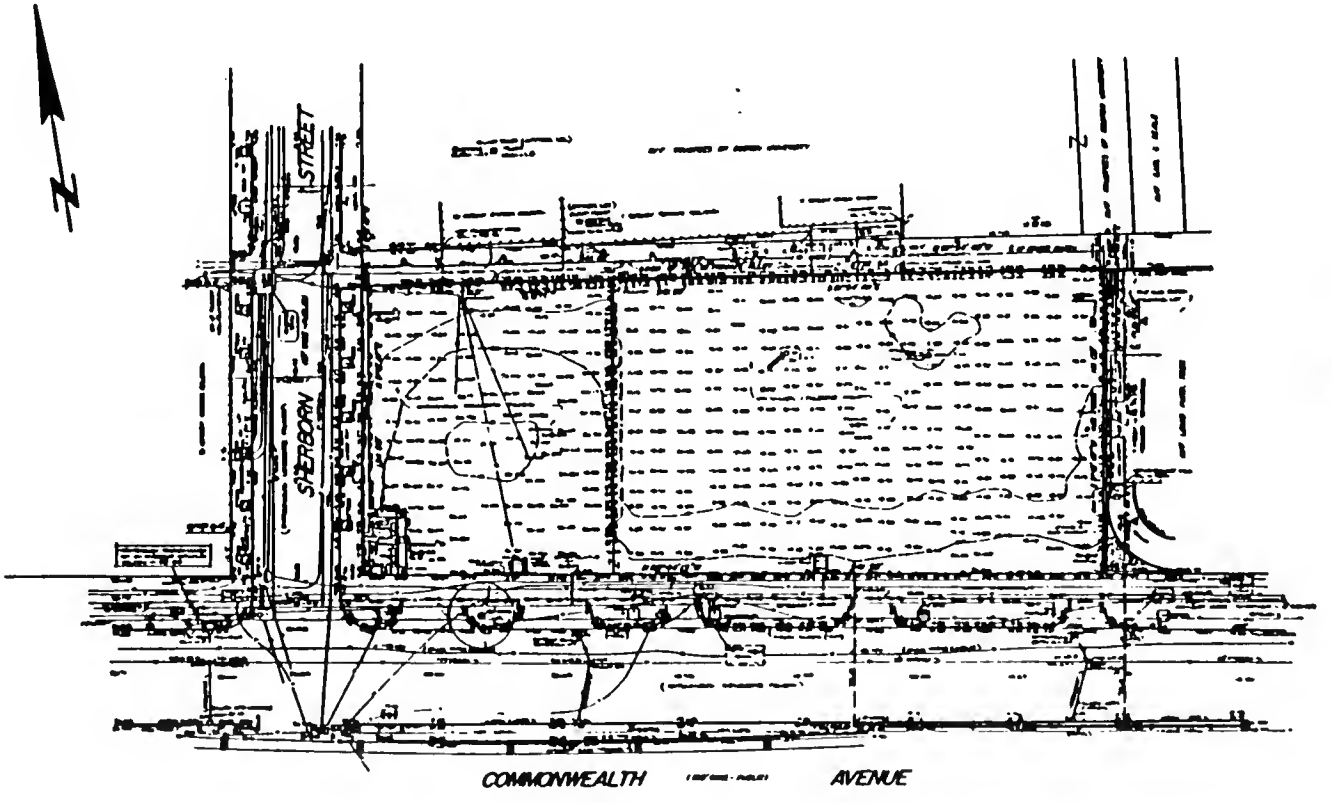
A parcel of land, in Boston, Suffolk County, Massachusetts, shown on a plan entitled "Topographic Site Plan Boston University 587-599 Commonwealth Avenue Boston, Mass", dated January 6, 1992, revised February 11, 1992, October 29, 1992, March 23, 1993 and April 27, 1993, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

| | |
|---|---|
| SOUTHERLY | by Commonwealth Avenue, 341.50 feet; |
| WESTERLY | by Sherborn Street, 142.00 feet; |
| NORTHERLY | by the center line of a Private Alley, 341.42 feet; and |
| EASTERLY | by land now or formerly of Louis Puro, Trustee, 141.00 feet. |

Containing 49,686 square feet according to said plan.

EXHIBIT B
to PDA Development Plan

(exhibit begins on next page)




| | |
|---|---|
| DEED AREA = 46,954 SQ.FT. | |
| △ FEE TO ℄ OF PRIVATE ALLEY AREA = | 2732 SQ.FT. |
| △ TOTAL AREA = 49,686 | SQ.FT. |

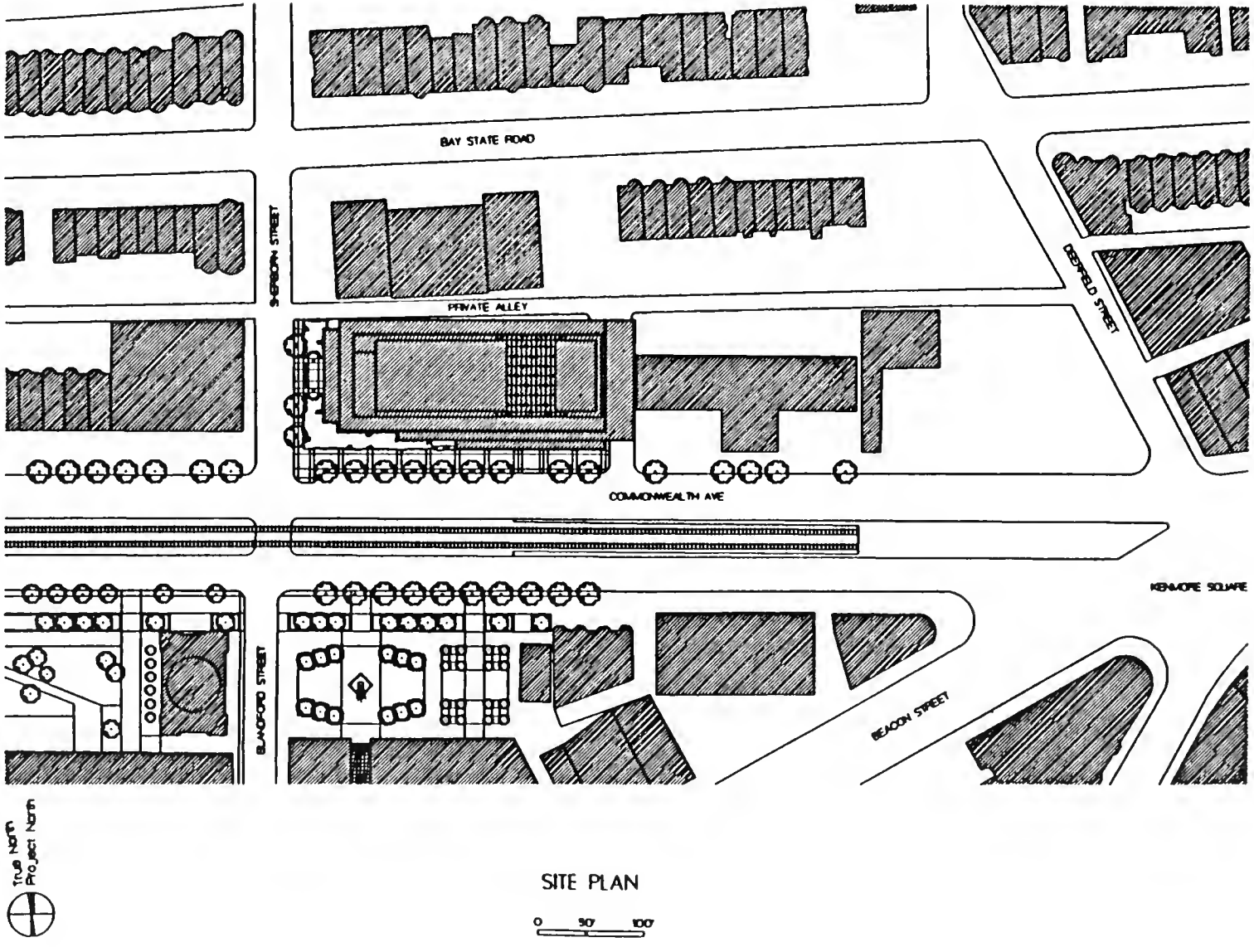
TOPOGRAPHIC SITE PLAN
BOSTON UNIVERSITY
587-599 COMMONWEALTH AVENUE
BOSTON, MASS

SCALE 1"=20'
HARRY B. FELDMAN, INC.
112 SHAWMUT AVENUE
PHONE (617)357-0140

JANUARY 6, 1992
LAND SURVEYORS
BOSTON, MASS 02118

EXHIBIT C
to PDA Development Plan

(exhibit begins on next page)




SITE PLAN

0 50' 100'

EXHIBIT D
to PDA Development Plan

(exhibit begins on next page)

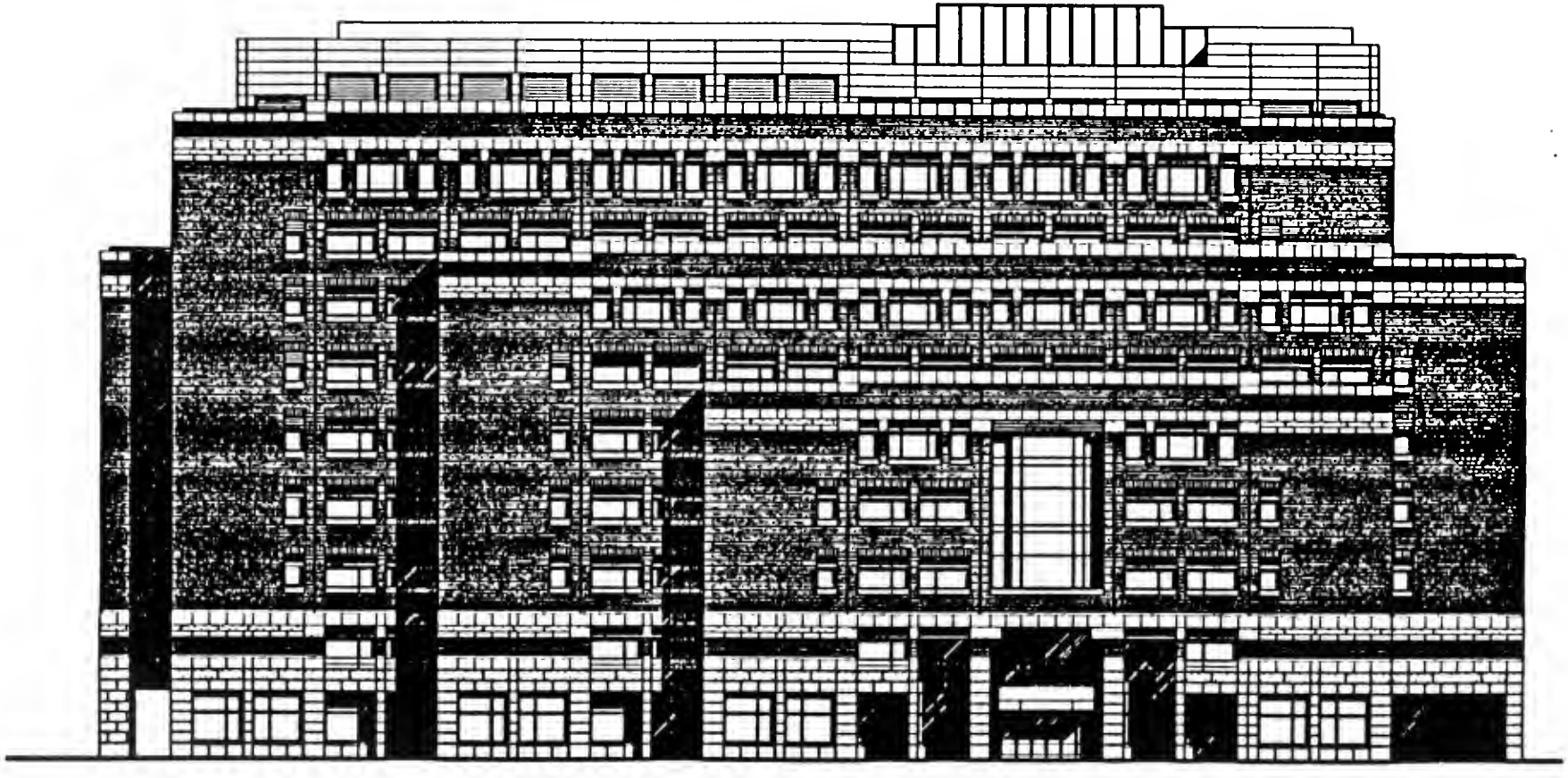
## MAXIMUM BUILDING HEIGHTS AND GROSS FLOOR AREA

| | Gross Floor Area Not to Exceed (square feet) | Height Not to Exceed (stories/feet and inches above grade, as defined in the Code) |
|---|---|---|
| 595 Commonwealth Avenue | 322,959 | 9 (plus mechanical penthouse)/166'2" |

The parking garage to be located in 595 Commonwealth Avenue will be situated below the average grade of Commonwealth Avenue as it abuts the Site. Because the Code excludes from the definition of "gross floor area" any garage space which is in the basement of a building, and because the Code defines basement as "that portion of a building which is partly or completely below grade", the floor space devoted to parking which is to be located in 595 Commonwealth Avenue is not included in the "gross floor area" figure provided on this table or elsewhere in this Development Plan.

EXHIBIT E
to PDA Development Plan

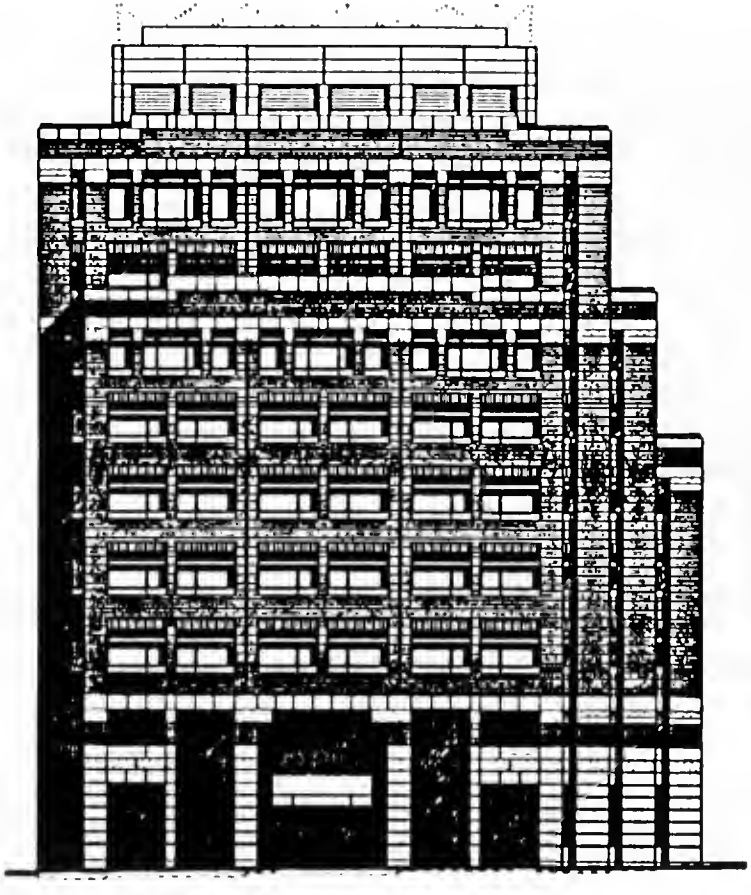
(exhibit begins on next page)



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

SOUTH ELEVATION
( 9 STORY BUILDING )

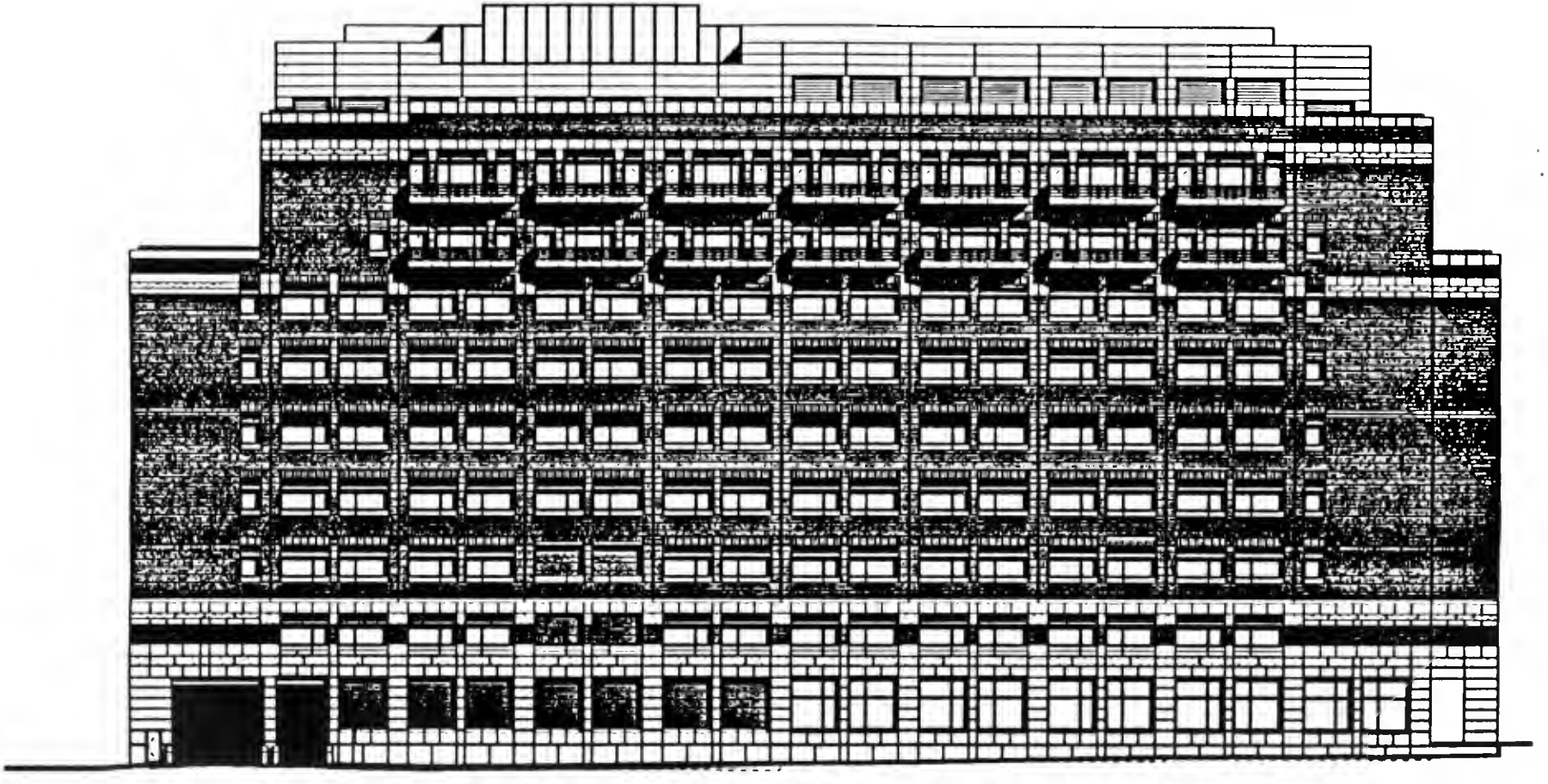
7 JUNE 1993



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

WEST ELEVATION
( 9 STORY BUILDING )

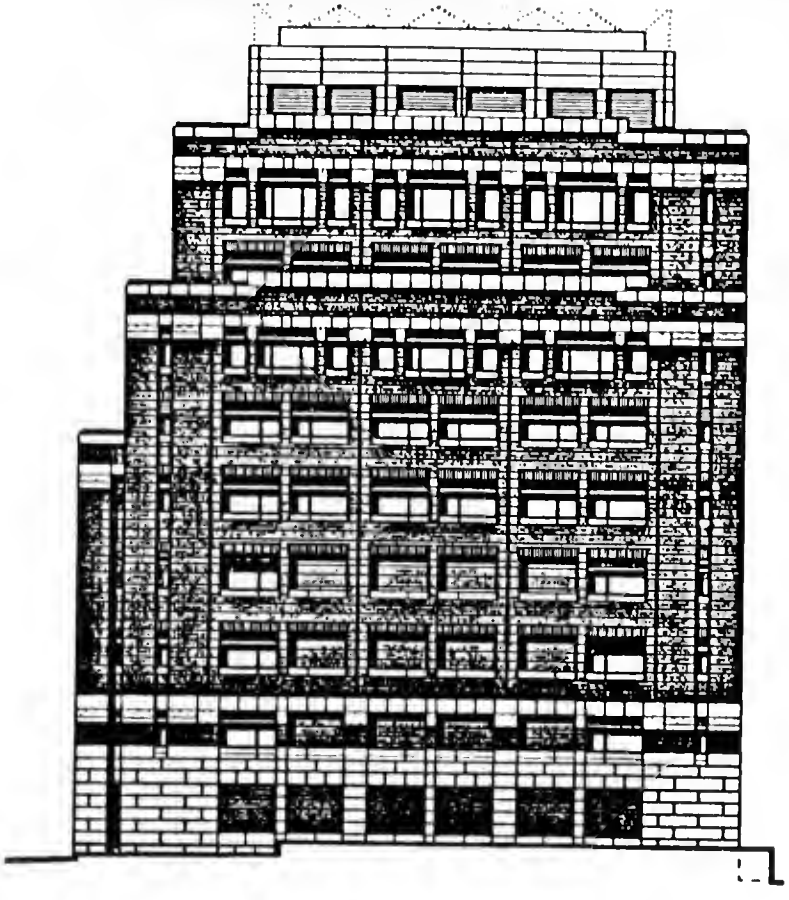
7 JUNE 1993



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

NORTH ELEVATION
( 9 STORY BUILDING )

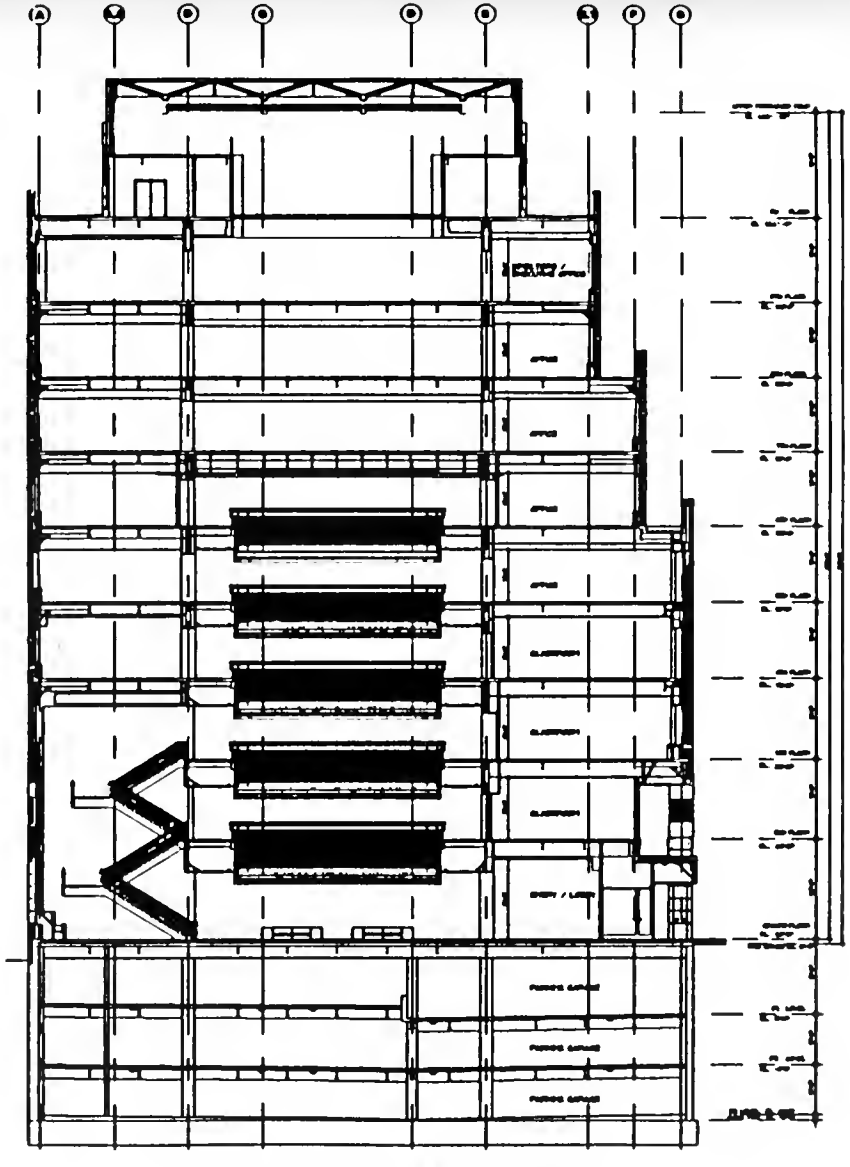
7 JUNE 1993



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

EAST ELEVATION
( 9 STORY BUILDING )

7 JUNE 1993



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

BUILDING SECTION
( 9 STORY BUILDING )

7 JUNE 1993

EXHIBIT F
to PDA Development Plan

(exhibit begins on next page)

## TABLE OF PROPOSED USES

| USE NO. | USE |
|---|---|
| 16A | College or university granting degrees by authority of the Commonwealth of Massachusetts |
| 18 | Trade, professional or other school |
| 20A | Library or museum not conducted for profit, and accessory to, a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not in the same lot |
| 24 | Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot, provided that all resulting cinders, dust, flashing, fumes, gases, odors, refuse matter, smoke and vapor are effectively confined to the lot or so disposed of as not to be a nuisance or hazard to health or safety; and provided also that no noise or vibration is perceptible without instruments more than fifty feet from the lot or any part of the lot. |
| 29 | Adult education center building |
| 34 | Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 34A, including, but not limited to, store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances |
| 36A | Sale over the counter, not wholly incidental to a use listed under Use Item |

| | |
|---|---|
| | No. 34 or Use Item No. 37 or Use Item No. 50, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out |
| 37 | Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink is served to, or consumed by, persons while seated in motor vehicles |
| 38 | Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including motion picture theatre but not drive-in theatre); concert hall; dance hall; ... provided that such establishment is customarily open to the public at large and does not exclude any minor by reason of age as a prevailing practice |
| 39 | Office of accountant, architect, attorney, dentist, physician, or other professional person, not accessory to a main use |
| 40 | Real estate, insurance or other agency office |
| 41 | Office building, post office, bank (other than drive-in bank) or similar establishment |
| 59 | Parking garage |
| 71 | Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district unless such use is |

a use specifically forbidden in such other district

72 As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors; provided that, in the case of a lot lying in two or more districts, such parking is accessory to a use that is lawful in the district in which such parking is located

79 As an accessory use subject to the limitations and restrictions of Article 10, in hospitals with more than fifty beds, and in educational institutions with more than four hundred full time students, incidental uses and services ordinarily found in connection therewith and primarily for the patients and staff or students and faculty, when conducted wholly within a building and entered solely from within the building where there is but one building on the lot or from an entrance not directly facing a street or lot line where there is more than one building on a lot

80 As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use

85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use

EXHIBIT G
to PDA Development Plan

(exhibit begins on next page)

## ANTICIPATED ZONING EXCEPTIONS

Use Item Nos. 16A, 18, 20A, 24, 36A, 59, 71, 72, 79 and 85

3-1A(c) Restricted Parking District

11 Signs

22 Yard Regulations

| Article | | Requirements | Proposed |
|---|---|---|---|
| 15 | Floor Area Ratio | 4.0 | 6.5 |
| 19 | Side Yards | East - 16.75' | .17' |
| 20 | Rear Yards | 20' | 8.5' |
| 21 | Setbacks of Parapet | North - 81.2'<br>South 31.2'<br>East - 50.2'<br>West - 20.2' | North 8.5'<br>South - none<br>East - .17'<br>West - 20.66' |
| 24 | Off-Street Loading | 5 | 3, with one devoted to a trash compactor/ dumpster |

As required by the Code, the calculation of parapet setback requirements set forth above is based on the formula $\frac{H+L'}{6}$ and the provisions of Article 21. Determining the applicable requirement for each face of a building wall, as anticipated by the Code, would require several calculations for each side of the building because of the numerous setbacks in building depth and height. Instead, the requirements set forth above are based upon the "worst case", viewing each side of the building as a whole, by inserting the maximum height and length of each side of the building into the formula. The proposed parapet setbacks of the building are the minimum anticipated setback from lot lines of each side of the building although these numbers (like the side yard and rear yard parapet setbacks) may change based upon continuing development review.

# COOPERATION AGREEMENT
# FOR
# PLANNED DEVELOPMENT AREA NO. 43
# 595 COMMONWEALTH AVENUE
# TRUSTEES OF BOSTON UNIVERSITY

AGREEMENT made as of the ____ day of _____, 1993 by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, acting in its capacity as the planning board for the City of Boston (the "Authority"), and TRUSTEES OF BOSTON UNIVERSITY, a Massachusetts non-profit, educational corporation, or its designee(s) (the "University").

WHEREAS, the University wishes to undertake the development of a certain parcel of land in the City of Boston (the "City") known as 595 Commonwealth Avenue and more particularly described in Exhibit A (the "Site");

WHEREAS, the University submitted to the Authority an application letter dated _____ __, 1993 for designation of the Site as Planned Development Area Number 43, which application letter requested approval of a PDA development plan (the "Development Plan") for the Site;

WHEREAS, the Development Plan was approved by the Authority on _____, 1993 (the "Vote"), after a public hearing at its

meeting held on June 10, 1993, notice of which hearing was published in The Boston Herald on June 1, 1993 and June 4, 1993, a certified copy of which Vote is attached hereto as Exhibit B; and

WHEREAS, the University proposes to construct on the Site (a) a new building consisting of approximately 321,700 gross square feet, of nine (9) stories in height for the Boston University School of Management (the "Building") and (b) a three (3) level parking facility located below the grade of Commonwealth Avenue below the (9) story new building (the "Parking Facility"; together the Building and the Parking Facility are referred to as the "Project");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Authority will petition the Zoning Commission of the City of Boston (the "BZC") on behalf of the University to designate the Site as a PDA.

2. The University will, subject to section 14 hereof, proceed with the planning, design and development of the Site in a manner consistent with the development concept, land uses, density and building heights contemplated in the Development Plan (as such plan may be amended). The Development Plan is attached hereto as Exhibit C.

3. The Authority acknowledges that it has completed its review in connection with the Development Plan and the Schematic Design for the Site (as set forth on the documents listed on

Exhibit D attached hereto). Subject to section 14 hereof, it is understood and agreed that no development of the Site will be undertaken except in accordance with a PDA development plan approved by the Authority and the BZC, and in accordance with the terms of this Agreement.

4. The Applicant is in the process of completing a development review in accordance with Article 31 of the Boston Zoning Code and the Scoping Determination required by the Authority dated October 27, 1992, which Scoping Determination is attached hereto as Exhibit F, and incorporated herein (the "Scoping Determination"). The Authority acknowledges submission by the University of the Draft Project Impact Report for the Project dated February, 1993 and received by the Authority on February 22, 1993 and notice thereof was published in the Boston Herald on February 25, 1993. The University expects to submit a Final Project Impact Report for the Project. The Authority may require the University to take reasonable, practical measures, including, without limitation, economical measures consistent with the scope of the proposed development of the Site as presently conceived, to mitigate potential damage to the environment identified in the Final Project Impact Report as approved by the Authority.

5. The University shall submit a Traffic Management Plan (the "TMP") for the Project to the Commissioner of Transportation of the City of Boston (the "Commissioner of Transportation") for

his approval, which approval shall not be unreasonably withheld or delayed, prior to issuance of a building permit for the construction of any portion of the Project on the Site (including therein the demolition of existing structures or the construction of infrastructure or other Site improvements) (a "Permanent Building"). The TMP will identify construction, traffic, and parking impacts and specify mitigating measures to be implemented during the construction of any portion of the Project that are reasonably satisfactory to the Commissioner of Transportation.

6. The University shall submit a Transportation Access Plan (the "TAP") for the Project to the Commissioner of Transportation. The TAP shall identify traffic and parking impacts of the Project and describe potential mitigating measures and development goals. Provided that the Commissioner of Transportation does not unreasonably withhold or delay his approval thereof, the University shall also enter into a Transportation Access Plan Agreement (the "TAP Agreement") with the Commissioner of Transportation prior to the issuance of a building permit for any Permanent Building. The TAP Agreement will identify mitigating measures and development goals that are reasonably satisfactory to the Commissioner of Transportation.

7. Except as otherwise set forth herein, the University and the Authority hereby agree that the development review process required by the Development Plan for the Site, which development review process is to be observed by the parties (the "Development

Review Process"), shall be as set forth in the Scoping Determination, including reviews of the Development Concept, Schematic Review, Design Development and Contract Documents. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Development Review Procedures.

8. Throughout the Development Review Process discussed in section 7 above, and in connection with the development of the Project, the University will submit to the Authority the submissions required by the Development Review Process and Article 31 of the Boston Zoning Code. Once approval of any submission has been given (or deemed given) by the Authority, review of subsequent submissions shall be limited to the development or refinement of elements shown on previously approved submissions or to elements that were not shown on previously approved submissions.

Prior to the approval of Contract Documents for the Project, it shall be the University's responsibility to notify the Authority of proposed material changes from previously approved submissions (other than refinements of details generally consistent with such previously approved submissions) with regard to the design of exterior features of buildings, portions of public lobbies that are visible from the exterior of buildings, open spaces and landscaping, and to obtain approval from the Authority prior to incorporating such proposed changes into the drawings and specifications. With regard to such a proposed

change, the Authority shall perform its functions under this provision promptly and with all reasonable dispatch and in accordance with the provisions of this Agreement, and, with regard to such a proposed change made after Design Development, (i) approve or disapprove such proposed change within seven (7) business days of its submission to the Authority and (ii) if disapproving such a proposed change, include with such disapproval a detailed written explanation therefor. If the University receives no notification from the Authority of disapproval within seven (7) business days after submission of such a proposed change, such proposed change shall be deemed approved.

9. Once Contract Documents for the Project have been approved, the only further submissions to be made by the University to the Authority for review and approval hereunder will be requests for change orders relating to the construction of those elements of the Project that are subject to the Development Review Process and which differ from or were not fully described in the approved Contract Documents, which change orders have a cost of construction, with regard to such elements of the Project, in excess of $100,000 ("Change Orders"). The Authority shall (i) perform its functions under this provision promptly and with all reasonable dispatch, and shall approve or disapprove Change Orders within seven (7) business days of their submission to the Authority, and (ii) if disapproving a Change Order, include with such disapproval a detailed written explanation therefor. If the

University receives no notification from the Authority of such disapproval within seven (7) business days after submission of such Change Order, such Change Order shall be deemed approved. Notwithstanding the foregoing, the Authority's approval shall not be required for Change Orders effecting changes which will not be visible from the exterior of buildings, including without limitation changes to portions of public lobbies that are not visible from the exterior of buildings.

10. The Authority will informally advise the University concerning, and will actively cooperate with and publicly support, the University's efforts to obtain from the appropriate municipal, state and federal bodies and agencies all permits, licenses and approvals, and exceptions, variances and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes, which may be necessary or convenient in order to carry out the development of the Site in accordance with the Development Plan in the most expeditious and reasonable manner. After approval by the Authority of an amendment or amendments to the existing Development Plan for the Site, the Authority will forthwith informally advise the University concerning, and will actively cooperate with and publicly support, the University's efforts to obtain from the appropriate municipal, state and federal bodies and agencies all permits, licenses and approvals, and exceptions, variances and other departures from the normal application of the applicable

zoning and building codes and other ordinances and statutes, which may be necessary or convenient in order to carry out the development of the Site in accordance with such subsequent amendment or amendments in the most expeditious and reasonable manner.

11. The Authority hereby approves the Schematic Design for the Site (as set forth on the documents listed on Exhibit D hereto).

12. The University acknowledges that, pursuant to the Development Plan, certain dimensional limitations will shape the character of the Project. The Authority agrees that it will not withhold or delay approval of design submissions with regard to the Project because of the heights of the structures portrayed in such submissions, provided that such heights are consistent with the Development Plan.

13. The University will execute a Boston Residents Construction Employment Plan, consistent with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985, which sets forth in detail the University's plan to ensure that its general contractor, and those engaged by said general contractor for construction of the Project on a craft by craft basis, use good faith efforts to meet the following Boston Residents Construction Employment Standards: (1) at least 50% of the total employee

worker hours in each trade shall be by bona fide Boston residents; (2) at least 25% of the total employee worker hours in each trade shall be by minorities; and (3) at least 10% of the total employee worker hours in each trade shall be by women. Said plan shall include provisions for monitoring, compliance and sanctions. Worker hours, as defined in said plan, may include, at the University's option, on-the-job training and apprenticeship positions.

14. If, in the future, the University shall, in its reasonable judgment, determine that it has become infeasible to proceed with the Project described in the approved Development Plan (as it may be amended), then in such case and after substantiation by the University deemed adequate by the Authority in its reasonable discretion of the reasons for not being able to proceed, the Authority shall cooperate with the University to modify, alter, or amend its previous approval of the Development Plan and this Agreement in order to allow the University the opportunity to reasonably develop the land that it owns. If the parties acting in good faith cannot agree as to an appropriate modification, alteration, or amendment to the Development Plan, then the Authority agrees, upon the University's request, to (i) vote to revoke the PDA designation for the Site if no portion of the Site has been developed in accordance with the Development Plan (and to recommend and publicly support such revocation by the BZC and the Mayor) or (ii) vote to release from the Development

Plan those portions of the Site not developed in accordance with the Development Plan if a portion (but not all) of the Site has been developed in accordance with the Development Plan (and to recommend and publicly support such release by the BZC and the Mayor). Upon revocation of the PDA designation for the Site, all obligations of the parties hereto shall terminate and be of no further force and effect with respect to this Agreement, any development plans and any development impact project plans and agreements. The University acknowledges that, under the current Boston Zoning Code, the Site would be governed by underlying zoning upon such revocation.

For purposes of this Agreement, "Substantial Construction" shall mean excavation, foundation and construction work on the Project, but shall not include demolition, removal of oil, gasoline tanks or hazardous materials, relocation of infrastructure, or the conduct of borings, soils investigations, or similar activities whether or not the same require the issuance of a building permit or partial building permit.

15. The Authority acknowledges that, prior to approving the Development Plan pursuant to Sections 3-1A.a, 26A-3.1 and 26B-3.1 of the Boston Zoning Code, the Authority found that each of such plans conformed to the general plan for the City as a whole and that nothing in any such plans will be injurious to the neighborhood or otherwise detrimental to the public welfare.

16. Provided that work within the PDA has commenced and is diligently proceeding, the Authority will, within 30 days of a request by the University, file with the Building Commissioner of the City of Boston a certificate pursuant to Section 6A-1 of the Code indicating that work within the PDA has commenced and is diligently proceeding.

17. This Agreement shall be binding upon and enforceable against the successors and assigns of the parties hereto (other than mortgagees of the Site or those claiming through mortgagees of the Site, unless said party obtains title to the Site and proceeds with the development of the Project), it being understood and agreed that the University shall have a right, after notice to the Authority, to transfer or assign to another party or parties its rights, interests and obligations under this Agreement and any PDA master plans or development plans and in all or a portion of the Site.

18. The liability of the University or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement shall be limited solely to the Project and shall not apply to other assets and property of the University or its successors or assigns. No partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the University or its successors or assigns, from time to time, or any such person's or entity's separate assets or property, shall have

or be subject to any personal liability with respect to any obligation or liability of the University or its successors or assigns hereunder.

21. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law. To the extent that any term or provision of this Agreement represents a contractual obligation that is also contained in any statute, ordinance, regulation or other law, such contractual obligation contained herein shall be invalid and unenforceable to the extent that such law or statute is deemed invalid or unenforceable or is inapplicable to the Development or a particular Project.

22. Whenever the consent or approval of the Authority is required hereunder, under the Development Review Procedures, or otherwise, such consent or approval shall not be unreasonably withheld or delayed, or wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or any other requirement of similar import, the Authority covenants not to be unreasonable with respect thereto.

23. The University and the Authority have executed a Development Impact Project Agreement dated _____, 1993 for the Project (the "DIP Agreement") and the University agrees that it shall comply with the provisions of the DIP Agreement.

24. The Authority shall, within ten business days after written request therefor by the University or any mortgagee of the Project or any portion thereof, provide a certificate in recordable form, as requested or applicable, within 10 business days after such a request, that this Agreement (or any particular section hereof specified by the requesting party) and the Development Plan are in full force and effect and unmodified, or in what respects the Agreement or the Development Plan are no longer in force and effect or have been modified, and that the University is in compliance with this Agreement (or any particular section hereof specified by the requesting party) and with the Development Plan, or in what respects there is non-compliance, or as to any other matter reasonably related to the Development which the requesting party may reasonably request of the Authority.

25. The Authority hereby authorizes, to the extent permitted by law, the Director of the Authority to take any action hereunder on behalf of the Authority (including without limitation the granting of consents or approvals and the execution and delivery of certificates except for a certificate of completion), and any action so taken shall be binding upon the Authority.

26. All notices or other communications required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer or representative of the Authority or the University, as the case may be, and shall either be hand-delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested or mailed postage pre-paid by overnight mail, and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service or with an overnight mail service, if mailed, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

| | |
|---|---|
| University: | Trustees of Boston University<br>25 Buick Street<br>Boston, MA 02215<br>Attention: Vice President for Business Affairs |
| with copies to: | Office of the General Counsel<br>Boston University<br>125 Bay State Road<br>Boston, MA 02215<br>Attention: Real Estate Counsel |
| | Melvin R. Shuman, Esq.<br>Hale and Dorr<br>60 State Street<br>Boston, MA 02109 |
| Authority: | Boston Redevelopment Authority<br>One City Hall Square<br>Boston, MA 02201<br>Attention: Director |
| with a copy to: | Boston Redevelopment Authority<br>One City Hall Square<br>Boston, MA 02201<br>Attention: Chief General Counsel |

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to form:

_____

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Paul L. Barrett, Director

TRUSTEES OF BOSTON UNIVERSITY

By: _____

Attachments:

| | |
|---|---|
| Exhibit A: | Legal Description |
| Exhibit B: | Vote |
| Exhibit C: | Development Plan |
| Exhibit D: | Schedule of Schematic Design Drawings for the Site |
| Exhibit E: | Intentionally Omitted |
| Exhibit F: | Scoping Determination |

EXHIBIT A
to Cooperation Agreement

(exhibit begins on next page)

A parcel of land, in Boston, Suffolk County, Massachusetts, shown on a plan entitled "Topographic Site Plan Boston University 587-599 Commonwealth Avenue Boston, Mass", dated January 6, 1992, revised February 11, 1992, October 29, 1992, March 23, 1993 and April 27, 1993, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

| | |
|---|---|
| SOUTHERLY | by Commonwealth Avenue, 341.50 feet; |
| WESTERLY | by Sherborn Street, 142.00 feet; |
| NORTHERLY | by the center line of a Private Alley, 341.42 feet; and |
| EASTERLY | by land now or formerly of Louis Puro, Trustee, 141.00 feet. |

Containing 49,686 square feet according to said plan.

EXHIBIT B
to Cooperation Agreement

(exhibit begins on next page)

EXHIBIT C
to Cooperation Agreement

(exhibit begins on next page)

# BOSTON REDEVELOPMENT AUTHORITY

## DEVELOPMENT PLAN
and
## DEVELOPMENT IMPACT PROJECT PLAN
for
## PLANNED DEVELOPMENT AREA NO. 43

595 Commonwealth Avenue

Trustees of Boston University

June 10, 1993

Development Plan: In accordance with Section 3-1A of the Boston Zoning Code (the "Code"), this development plan and development impact project plan (the "Development Plan") sets forth information on the proposed development (the "Project") of 595 Commonwealth Avenue, a site of approximately 1.14 acres (the "Site"), including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Site, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures. This Development Plan represents the first stage in the planning process for the improvement of the Site. In the next stages of the development process, design development plans and final plans and specifications for the Project will be submitted to the Boston Redevelopment Authority (the "BRA") pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Development Plan. This Development Plan consists of 6 pages of text plus attachments designated Exhibits A through G. All references to this Development Plan contained herein shall pertain only to such 6 pages and exhibits. Exhibits A through G are subject to final design, environmental and other development review by the BRA and by other governmental agencies and authorities. This Development Plan is also intended to satisfy the requirements of Article 26A and Article 26B of the Code regarding Development Impact Project Plans.

Developer: Trustees of Boston University, a Massachusetts nonprofit, educational corporation, its successors and assigns (the "University").

Location and Description of Site: The Site consists of a parcel of land containing approximately 49,686 square feet or approximately 1.14 acres, located at 595 Commonwealth Avenue, Boston, Suffolk County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and as shown on a plan entitled "Topographic Site Plan Boston University 587-599 Commonwealth Avenue Boston, Mass", dated January 6, 1992, revised February 11, 1992, October 29, 1992, March 23, 1993 and April 27, 1993, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit B.

Proposed Location and Appearance of Structures: As currently planned, the Project will include the construction of a single structure ("595 Commonwealth Avenue"), rising nine (9) stories above the grade of Commonwealth Avenue. This above-grade structure will be constructed above a three (3) level parking facility located below the grade of Commonwealth Avenue. It is currently anticipated that 595 Commonwealth Avenue will be located approximately as shown on Exhibit C attached hereto. 595 Commonwealth Avenue will have heights and a gross floor area not in excess of those set forth on Exhibit D attached hereto. All references herein to "gross floor area" refer to that term as defined in the Code.

The elevations and the building section attached hereto as Exhibit E illustrate the general appearance of 595 Commonwealth Avenue. The final location and appearance of 595 Commonwealth Avenue are subject to final design, environmental and other development review by the BRA and other governmental agencies and authorities.

Incidental to the construction of the Project will be the demolition of the buildings currently located on the Site.

Proposed Open Spaces and Landscaping: The creation of new landscaping along Commonwealth Avenue and Sherborn Street as well as new sidewalk materials and other streetscape improvements are presently planned in connection with the Project. These improvements will include a variety of paving materials, lighting, trees, shrubs and ground cover.

Proposed Uses of the Area: The Project is planned to include educational and other institutional uses, eating places, office uses, parking and uses ancillary, accessory, incidental and/or

auxiliary to any of the foregoing uses, including roadways and pedestrian areas for access through the Site. The proposed uses planned for the Project may include those uses listed in Exhibit F attached hereto.

Proposed Dimensions of Structures: 595 Commonwealth Avenue will have heights and a gross floor area not in excess of those set forth on Exhibit D attached hereto. Upon establishment of the PDA, the Site will be located in a B-4-D zoning district. In such districts, relief from the requirements of the Code may be sought as exceptions pursuant to Article 6A of the Code. Exhibit G attached hereto sets forth a list of anticipated zoning exceptions required for the Project. Because the design of the Project is subject to further design, environmental and other development review by the BRA and other governmental agencies and authorities, the zoning relief required for the Project may change correspondingly.

Proposed Densities: The Site is located in a B-4, General Business Zoning District, in which the maximum floor area ratio ("FAR") under the Code is 4.0. This Development Plan provides for an overall FAR of 6.5 for the Site based upon the ratio of 322,959 square feet of gross floor area (calculated as described in the Code) to the existing land area of the Site of approximately 49,686 square feet.

Development Impact Project Contribution: As required under Section 26A-3 of the Code, the University will enter into a Development Impact Project Agreement (the "DIP Agreement") with the BRA and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project, to the extent required by the DIP Agreement. As required under Section 26B-3 of the Code, the University will also be responsible for making a Jobs Contribution with regard to the Project, to the extent required by the DIP Agreement. It is anticipated that 595 Commonwealth Avenue will contain approximately 321,700 square feet of gross floor area devoted to certain uses enumerated in Table D of Article 26A of the Code and Table E of Article 26B of the Code, including, without limitation, use No. 16A under the Code and other institutional and educational uses.

Projected Number of Employees: It is estimated that the Project will generate approximately 300 construction jobs in the City of Boston and that approximately 480 people will be employed at the Site when the Project is completed.

Proposed Traffic Circulation: Vehicular access to and egress from 595 Commonwealth Avenue is expected to be on Commonwealth Avenue and Sherborn Street. Current plans provide for an entrance to the parking garage to be located along the southeast corner of 595 Commonwealth Avenue. Interior circulation within the garage will be via a ramp system.

Proposed Parking and Loading Facilities: The garage planned for the Site will provide up to 270 parking spaces. As currently planned, the Project will include a three bay loading dock with one bay being devoted to a trash compactor/dumpster.

Access to Public Transportation: The Site is located on the Commonwealth Avenue branch of the MBTA Green Line. A trolley stop is located directly in front of the Site, on Commonwealth Avenue at Sherborn Street. MBTA buses running between Watertown and Kenmore Square travel along Commonwealth Avenue with a stop at the corner of Commonwealth Avenue and Sherborn Street, and MBTA buses running between Central Square in Cambridge and Boston City Hospital in the South End also travel along Commonwealth Avenue with a stop at the BU Bridge. In addition, Kenmore Square, to the east of the Site, is a major public transportation hub.

Development Review Procedures: All design plans for the Project are subject to ongoing development review and approval by the BRA. Such review is to be conducted in accordance with the BRA's "Development Review Procedures" dated 1985, revised 1986 in the form attached to, and as affected by, the Cooperation Agreement for the Site.

Public Benefits: The Project is expected to result in positive benefits to the City and to several neighborhoods which are adjacent to or near the University. These public benefits are expected to include (1) added vitality and safety along sections of Commonwealth Avenue and Sherborn Street bordering the Site, (2) the satisfaction of urban design objectives by filling the visual gap presented by the existing uses of the site, (3) the creation of a visual gateway at the eastern end of the University's Commonwealth Avenue campus, (4) pedestrian improvements with new landscaped areas and streetscaping elements, (5) improved pedestrian and traffic safety along Commonwealth Avenue, (6) the expansion of markets for Kenmore Square area businesses due to an influx of students and University employees and (7) providing that abutting landowners approve, the paving of the alley to the rear of the Site, leading to improved access and safety.

From a financial and economic perspective, the Project is expected to contribute significantly to Boston's economy by adding

approximately 300 construction jobs in the City of Boston. It is also anticipated that approximately 480 people will be employed at the Site when the Project is completed. With approximately 9,600 employees, the University is among the largest private employers in Boston.

Attachments:

| | |
|---|---|
| Exhibit A: | Legal Description |
| Exhibit B: | Plan entitled "Topographic Site Plan Boston University 587-599 Commonwealth Avenue Boston, Mass" |
| Exhibit C: | Plan showing approximate location of 595 Commonwealth Avenue |
| Exhibit D: | Maximum Building Heights and Gross Floor Area |
| Exhibit E: | Elevations and Building Section |
| Exhibit F: | Table of Proposed Uses |
| Exhibit G: | Anticipated Zoning Exceptions |

EXHIBIT A
to PDA Development Plan

(exhibit begins on next page)

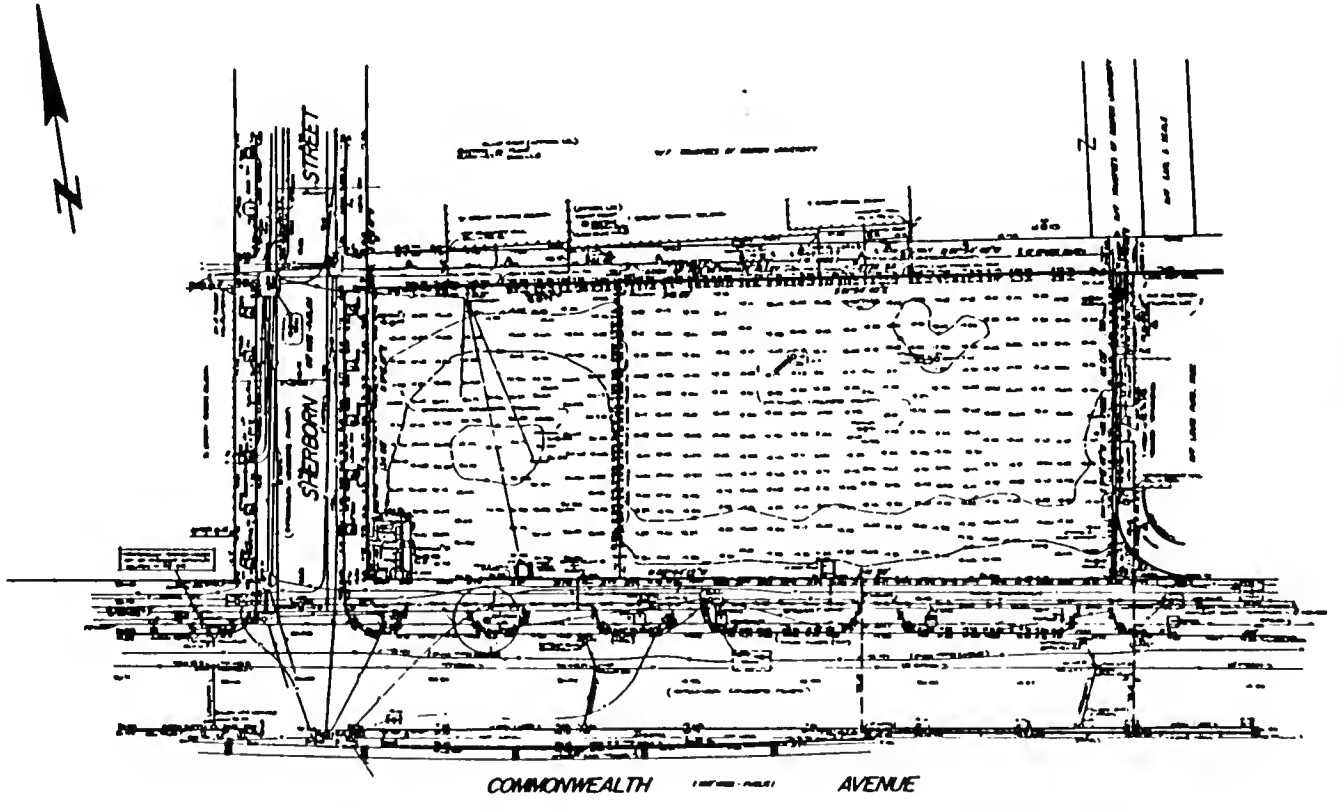
A parcel of land, in Boston, Suffolk County, Massachusetts, shown on a plan entitled "Topographic Site Plan Boston University 587-599 Commonwealth Avenue Boston, Mass", dated January 6, 1992, revised February 11, 1992, October 29, 1992, March 23, 1993 and April 27, 1993, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

| | |
|---|---|
| SOUTHERLY | by Commonwealth Avenue, 341.50 feet; |
| WESTERLY | by Sherborn Street, 142.00 feet; |
| NORTHERLY | by the center line of a Private Alley, 341.42 feet; and |
| EASTERLY | by land now or formerly of Louis Puro, Trustee, 141.00 feet. |

Containing 49,686 square feet according to said plan.

EXHIBIT B
to PDA Development Plan

(exhibit begins on next page)




| | |
|---|---|
| DEED AREA = 46,954 SQ FT | |
| FEE TO ℄ OF PRIVATE ALLEY AREA = | 2732 SQ FT |
| TOTAL AREA = 49,686 SQ FT | |

TOPOGRAPHIC SITE PLAN
BOSTON UNIVERSITY

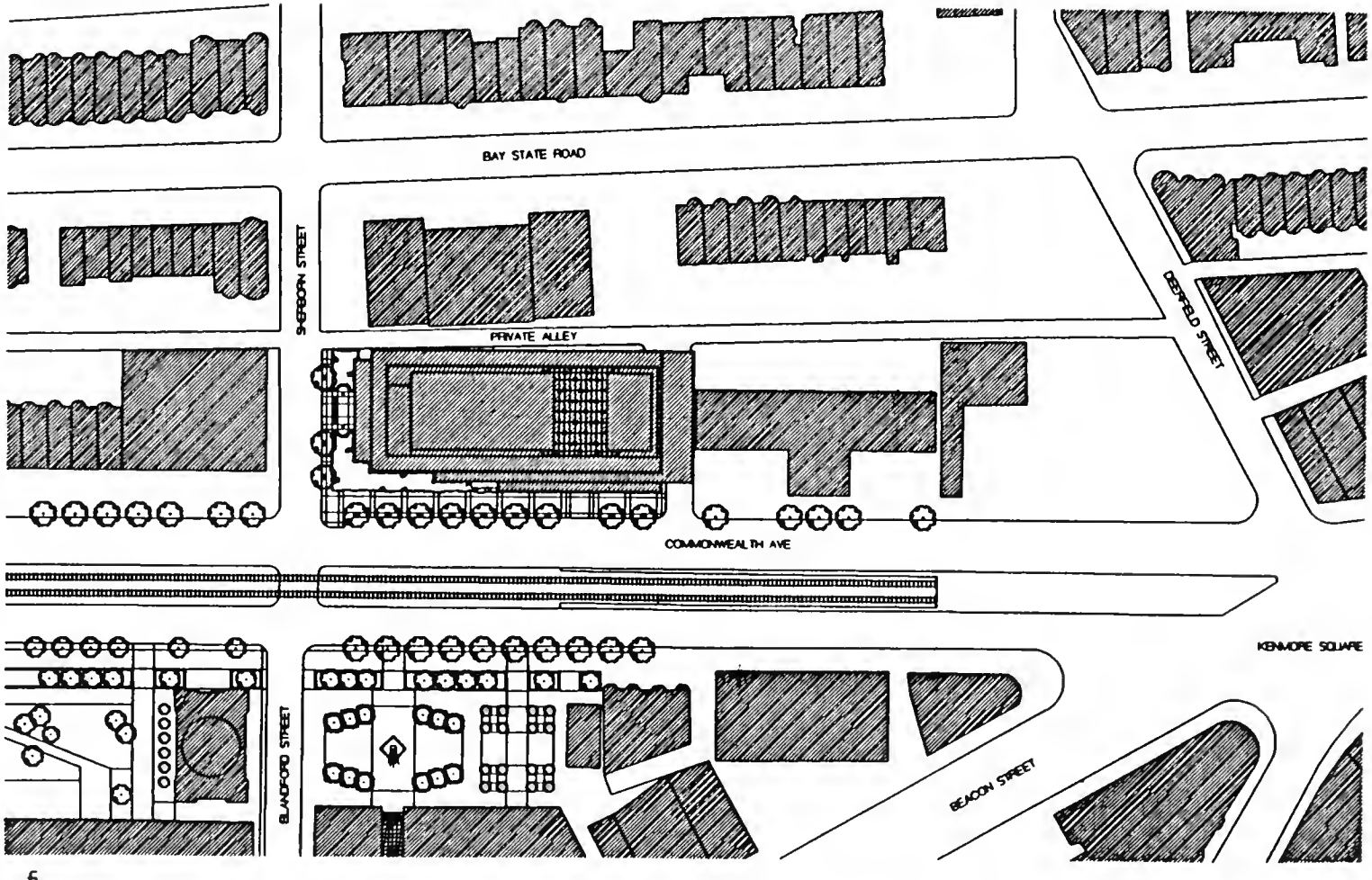
587-599 COMMONWEALTH AVENUE

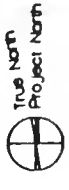
BOSTON, MASS

SCALE 1"=20' JANUARY 8, 1993
HARRY R. FELDMAN, INC. LAND SURVEYORS
112 SHAWMUT AVENUE BOSTON, MASS 02118
PHONE (617)357-0740

EXHIBIT C
to PDA Development Plan

(exhibit begins on next page)




SITE PLAN

0 50' 100'

EXHIBIT D
to PDA Development Plan

(exhibit begins on next page)

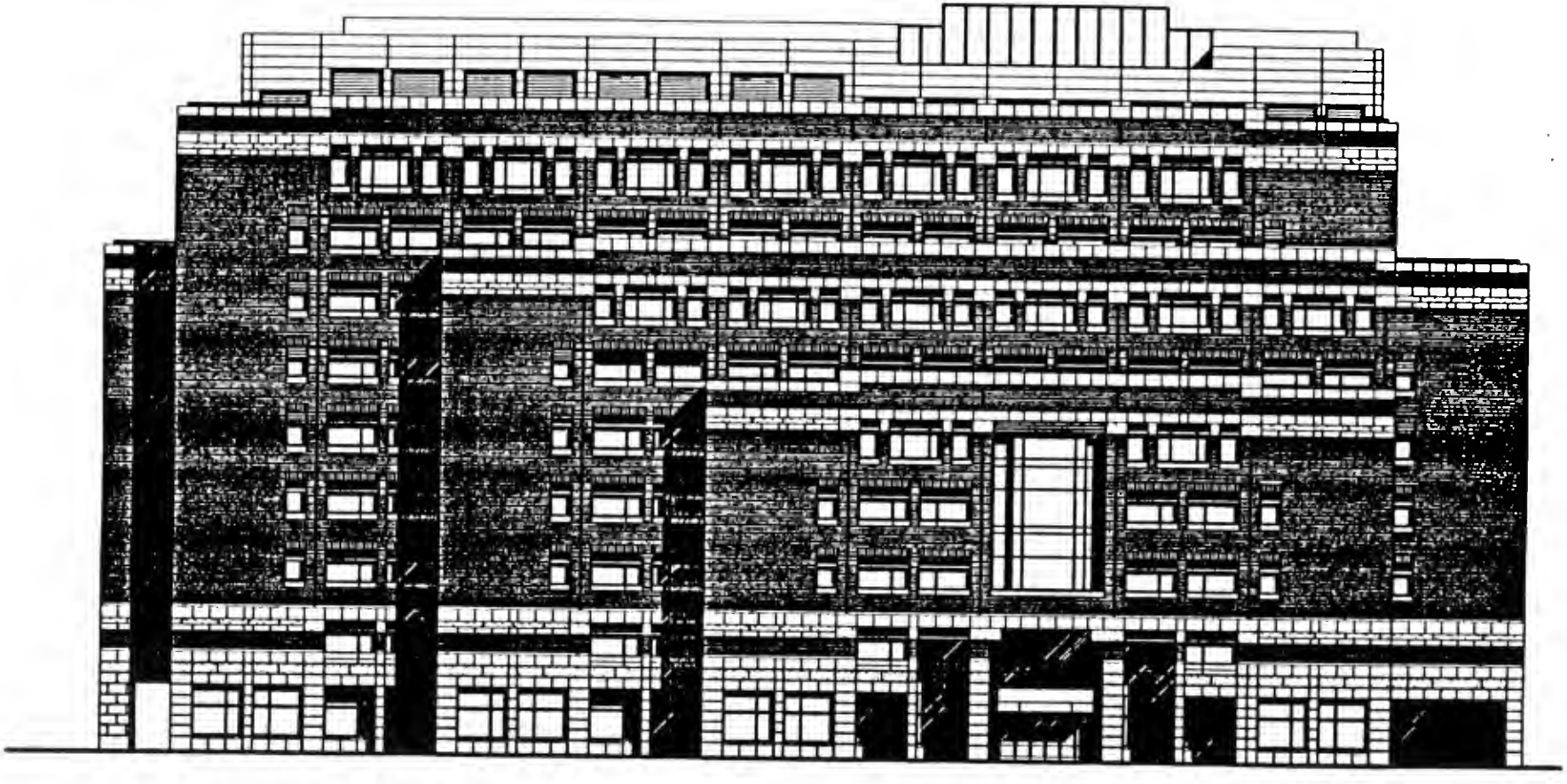
## MAXIMUM BUILDING HEIGHTS AND GROSS FLOOR AREA

| | Gross Floor Area Not to Exceed (square feet) | Height Not to Exceed (stories/feet and inches above grade, as defined in the Code) |
|---|---|---|
| 595 Commonwealth Avenue | 322,959 | 9 (plus mechanical penthouse)/166'2" |

The parking garage to be located in 595 Commonwealth Avenue will be situated below the average grade of Commonwealth Avenue as it abuts the Site. Because the Code excludes from the definition of "gross floor area" any garage space which is in the basement of a building, and because the Code defines basement as "that portion of a building which is partly or completely below grade", the floor space devoted to parking which is to be located in 595 Commonwealth Avenue is not included in the "gross floor area" figure provided on this table or elsewhere in this Development Plan.

EXHIBIT E
to PDA Development Plan

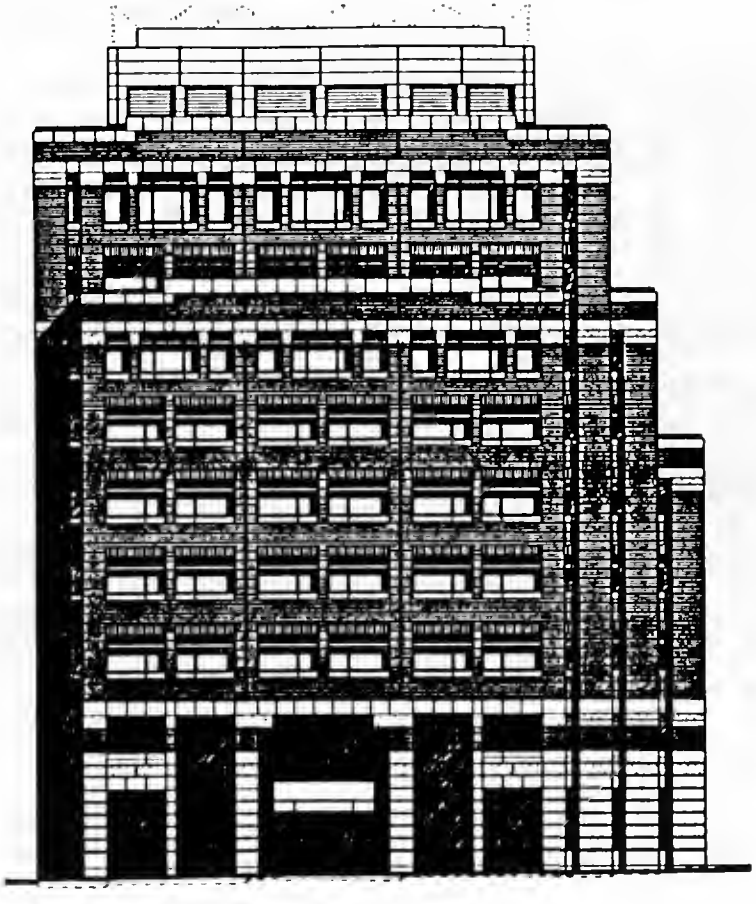
(exhibit begins on next page)



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

SOUTH ELEVATION
( 9 STORY BUILDING )

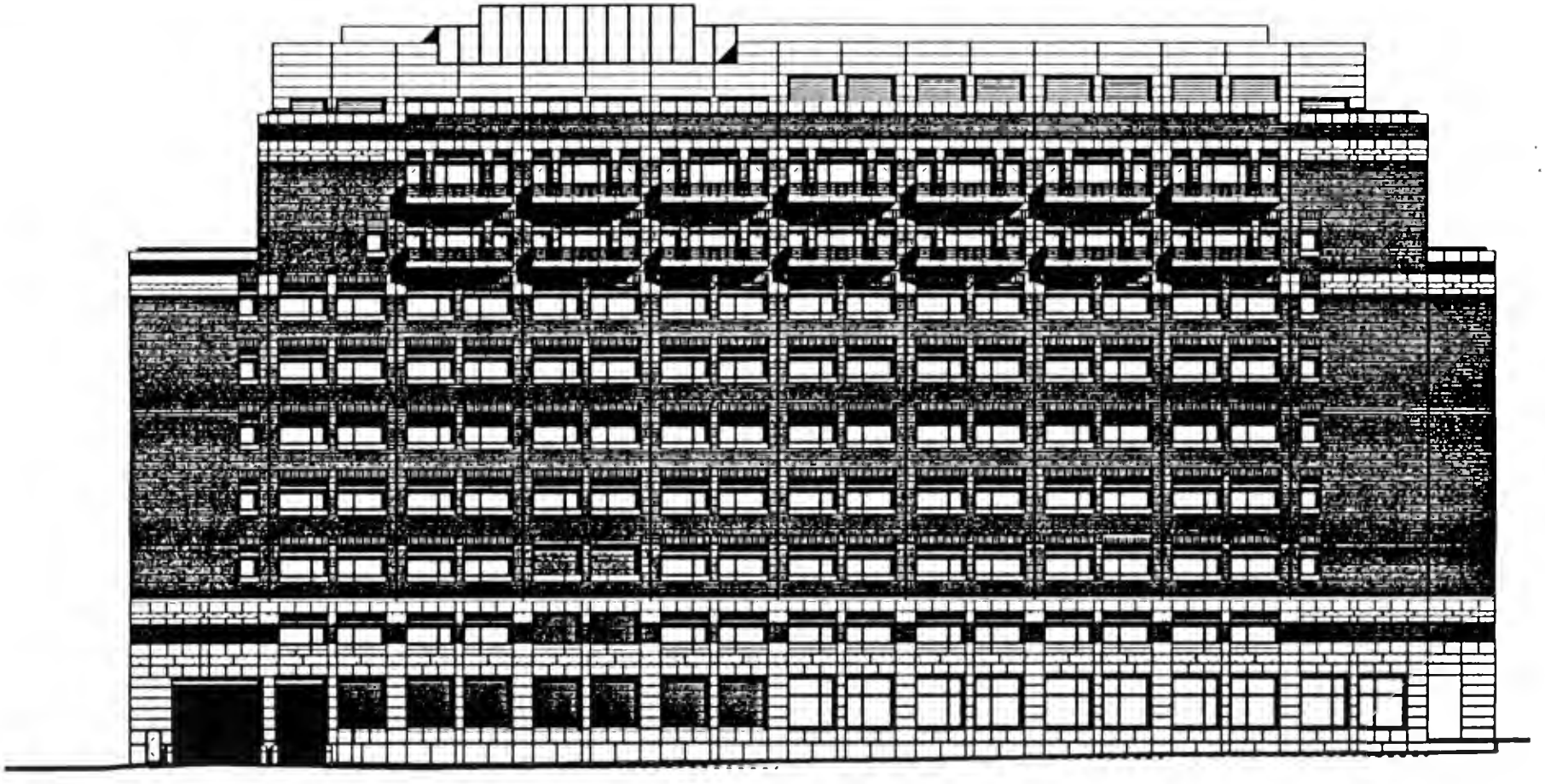
7 JUNE 1993



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

WEST ELEVATION
( 9 STORY BUILDING )

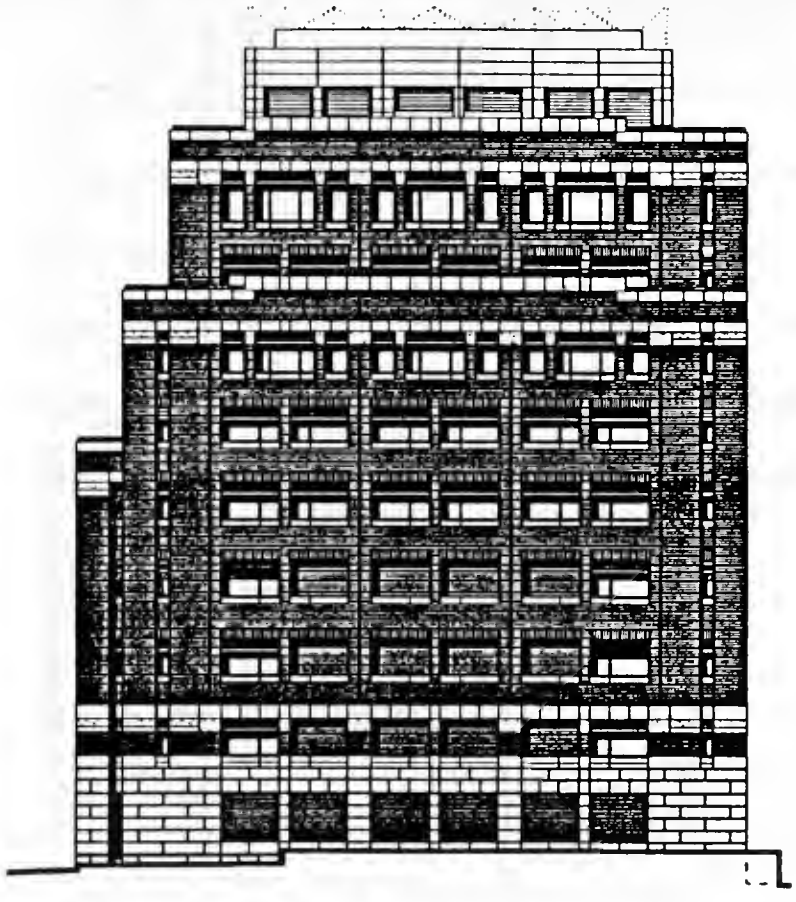
7 JUNE 1993



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

NORTH ELEVATION
( 9 STORY BUILDING )

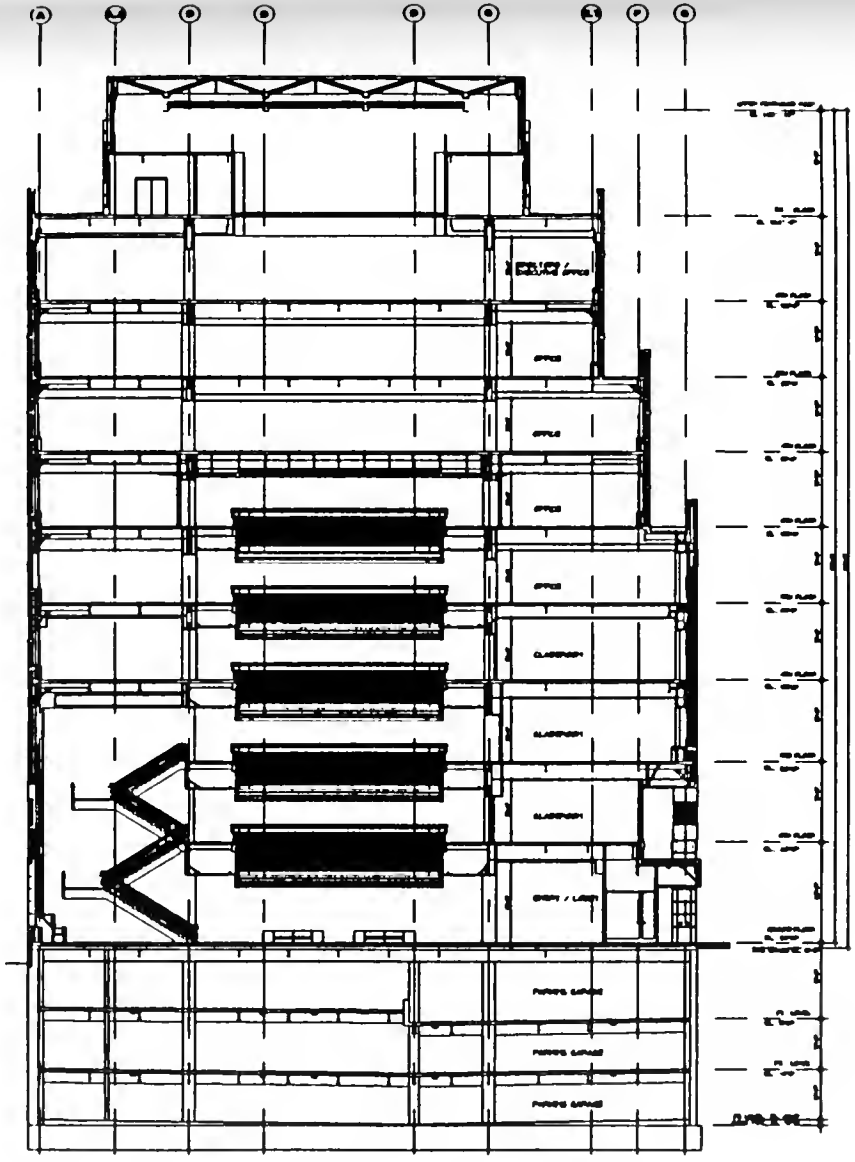
7 JUNE 1993



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

EAST ELEVATION
( 9 STORY BUILDING )

7 JUNE 1993



BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

BUILDING SECTION
( 9 STORY BUILDING )

7 JUNE 1993

EXHIBIT F
to PDA Development Plan

(exhibit begins on next page)

## TABLE OF PROPOSED USES

| USE NO. | USE |
|---|---|
| 16A | College or university granting degrees by authority of the Commonwealth of Massachusetts |
| 18 | Trade, professional or other school |
| 20A | Library or museum not conducted for profit, and accessory to, a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not in the same lot |
| 24 | Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot, provided that all resulting cinders, dust, flashing, fumes, gases, odors, refuse matter, smoke and vapor are effectively confined to the lot or so disposed of as not to be a nuisance or hazard to health or safety; and provided also that no noise or vibration is perceptible without instruments more than fifty feet from the lot or any part of the lot. |
| 29 | Adult education center building |
| 34 | Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 34A, including, but not limited to, store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances |
| 36A | Sale over the counter, not wholly incidental to a use listed under Use Item |

| | |
|---|---|
| | No. 34 or Use Item No. 37 or Use Item No. 50, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out |
| 37 | Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink is served to, or consumed by, persons while seated in motor vehicles |
| 38 | Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including motion picture theatre but not drive-in theatre); concert hall; dance hall; ... provided that such establishment is customarily open to the public at large and does not exclude any minor by reason of age as a prevailing practice |
| 39 | Office of accountant, architect, attorney, dentist, physician, or other professional person, not accessory to a main use |
| 40 | Real estate, insurance or other agency office |
| 41 | Office building, post office, bank (other than drive-in bank) or similar establishment |
| 59 | Parking garage |
| 71 | Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district unless such use is |

a use specifically forbidden in such other district

72 As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors; provided that, in the case of a lot lying in two or more districts, such parking is accessory to a use that is lawful in the district in which such parking is located

79 As an accessory use subject to the limitations and restrictions of Article 10, in hospitals with more than fifty beds, and in educational institutions with more than four hundred full time students, incidental uses and services ordinarily found in connection therewith and primarily for the patients and staff or students and faculty, when conducted wholly within a building and entered solely from within the building where there is but one building on the lot or from an entrance not directly facing a street or lot line where there is more than one building on a lot

80 As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use

85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use

EXHIBIT G
to PDA Development Plan

(exhibit begins on next page)

## ANTICIPATED ZONING EXCEPTIONS

Use Item Nos. 16A, 18, 20A, 24, 36A, 59, 71, 72, 79 and 85

3-1A(c) Restricted Parking District

11 Signs

22 Yard Regulations

| Article | | Requirements | Proposed |
|---|---|---|---|
| 15 | Floor Area Ratio | 4.0 | 6.5 |
| 19 | Side Yards | East - 16.75' | .17' |
| 20 | Rear Yards | 20' | 8.5' |
| 21 | Setbacks of Parapet | North - 81.2'<br>South 31.2'<br>East - 50.2'<br>West - 20.2' | North 8.5'<br>South - none<br>East - .17'<br>West - 20.66' |
| 24 | Off-Street Loading | 5 | 3, with one devoted to a trash compactor/ dumpster |

As required by the Code, the calculation of parapet setback requirements set forth above is based on the formula $\frac{H+L}{6}$ and the provisions of Article 21. Determining the applicable requirement for each face of a building wall, as anticipated by the Code, would require several calculations for each side of the building because of the numerous setbacks in building depth and height. Instead, the requirements set forth above are based upon the "worst case", viewing each side of the building as a whole, by inserting the maximum height and length of each side of the building into the formula. The proposed parapet setbacks of the building are the minimum anticipated setback from lot lines of each side of the building although these numbers (like the side yard and rear yard parapet setbacks) may change based upon continuing development review.

EXHIBIT D
to Cooperation Agreement

(exhibit begins on next page)

CANNON

Architecture
Engineering
Planning
Interior Design

148 State Street
Boston Massachusetts 02109
Telephone 617 742-5440
Fax No 617 723-8832

Boston
Buffalo
New York
St Louis
Washington

BOSTON UNIVERSITY

SCHOOL OF MANAGEMENT

BOSTON REDEVELOPMENT AUTHORITY
PROPOSED PHASE I SUBMISSION: PROJECT SCHEMATICS
June 2, 1993

1. Site Plan @ 1" = 50'-0" with Surrounding District
   - A. Building Footprint
   - B. Open Space
   - C. Major Topographic Features
   - D. Pedestrian & Vehicular Circulation Routes
   - E. Land Use

2. Site Section @ 1" = 50'-0"

3. Photographs
   - A. 8 x 10s of Site and Neighborhood
   - B. Aerial View of Project Area

4. Perspective at Eye Level Showing Project In Context (Reproducible Line Drawing)

5. Sketches and Diagrams to Clarify Design Issues

6. Site Survey Plan 1" = 20'-0"

7. Site Development Plan @ 1" = 10'-0"

8. Floor Plans @ 1" = 16'-0"
   - A. Typical Garage Level - Level 2 Shown (Levels 1 and 3 similar)
   - B. Entry/Ground Level
   - C. Third Floor (2nd and 4th similar)
   - D. Fifth Floor (6th Similar)

9. Elevations @ 1" = 16'-0"
   - A. South
   - B. West
   - C. North
   - D. East

10. Building Section

11. Table of Gross Floor Area by Floor

EXHIBIT E
to Cooperation Agreement

Intentionally Omitted

EXHIBIT F
to Cooperation Agreement

(exhibit begins on next page)

**BOSTON REDEVELOPMENT AUTHORITY**

**SCOPING DETERMINATION**

**BOSTON UNIVERSITY**

**SCHOOL OF MANAGEMENT PROJECT**

**SUBMISSION REQUIREMENTS**
**FOR DRAFT PROJECT IMPACT REPORT (DPIR)**

**PROPOSED PROJECT:** Boston University: School of Management Project

**PROJECT LOCATION:** 595 Commonwealth Avenue, Boston, MA, 02215

**APPLICANT:** Boston University

**PNF SUBMISSION DATE:** August 25, 1992

The Boston Redevelopment Authority ("BRA") is issuing this Scoping Determination pursuant to Section 31-5 of the Boston Zoning Code (the "Code"). The applicant filed a Project Notification Form ("PNF") on August 25, 1992. The Scoping Determination requests information required by the BRA for its review of the Proposed Project in connection with the following:

1. Development Review pursuant to Article 31 of the Code;

2. Recommendations to the Board of Appeal with respect to the zoning relief for the Proposed Project, pursuant to Articles 6 and 7 of the Code, and to the Boston Zoning Commission with respect to the Development Plan for the Planned Development Area (PDA) pursuant to Article 3 of the Code;

3. Approval of a Development Impact Project (DIP) Plan, pursuant to Article 26A of the Code, and the agreements for the Development Impact Project Contribution and Jobs Contribution Grant, pursuant to Articles 26A and 26B of the Code; and

4. Review of the project in the context of the Boston University Master Plan 1986-1996 which was approved March 26, 1987.

**PREAMBLE**

The BRA is reviewing the Proposed Project pursuant to multiple sections of the Code. The Proposed Project is being reviewed pursuant to Article 31, Development Review Requirements, which sets out a comprehensive procedure for project review and requires the BRA to review the design, transportation, environmental, and other impacts of proposed projects. Article 31 requires the submission of a satisfactory Final Project Impact Report ("FPIR") prior to the issuance of a building permit.

The applicant's submittals indicate the Proposed Project requires zoning relief pursuant to Articles 6 and 7 of the Code. Development Impact Project Plan approval pursuant to Articles 26A and 26B of the Code and approval by the Boston Redevelopment Authority and the Boston Zoning Commission of the PDA Plan. In order to be granted each type of zoning relief, a different set of criteria must be satisfied.

The Proposed Project requires exceptions under Article 6A for the following deviations from the Code:

- University Use
- Parapet Setbacks
- Floor Area Ratio
- Rear Yard Dimensions
- Off-Street Loading

Conditions for approval of exceptions are outlined in Section 6A-3 of the Code.

The Proposed Project also requires DIP Plan approval pursuant to Articles 26A, Development Impact Projects - Housing, and 26B, Development Impacts - Job Training. Prior to receiving the zoning relief listed above, the Applicant must meet DIP requirements pursuant to Sections 26A-3 and 26B-3 of the Code. These requirements include that the BRA approve the DIP Plan after a public hearing and that the applicant enter into a DIP Plan Agreement with the BRA.

In conjunction with the zoning relief needed, a determination regarding the project's consistency with the applicant's Master Plan will be made.

Boston University (the University) proposes to construct an $80 million new School of Management and administration center on the Charles River Campus at 595 Commonwealth Avenue. The project will include a building containing approximately 360,000 square feet of gross floor area devoted to academic and administrative uses plus approximately 270 parking spaces in three levels below grade. The academic space will serve to consolidate and upgrade the existing Boston University School of Management including classrooms, computer rooms, an auditorium, a library, academic offices, and supporting cafeteria and lounges. The administration center will

serve to consolidate University offices on campus. The site is currently used as parking for Boston University employees.

Currently, the School's enrollment is nearly 3,400 graduate and undergraduate students with over 112 full-time faculty and 81 part-time faculty. The need for added space is not only created by expanded programs over the years, but also by the changes in teaching techniques and facilities. In addition to the need for classrooms, there is a demand for smaller case-study rooms, computer rooms, a periodical library, as well as informal lounge and meeting areas.

The project site is currently used as surface parking for 181 cars and contains two small wooden parking attendant booths. The site also contains a small landscaped area at the southwest corner. The site is rectangularly shaped and approximately 46,950 square feet in size. The site is located near the Kenmore Square area of Boston. It is bounded by a Howard Johnson's Motor Lodge to the east, a University residence hall to the north, Commonwealth Avenue to the south, and Sherborn Street to the west. The buildings in the area contain a mix of commercial, academic, and residential uses. The site is adjacent to the Bay State Road - Back Bay West Historic District to the north. The majority of buildings along this section of Bay Sate Road are owned by Boston University.

The proposed Boston University School of Management building will contain approximately 360,000 square feet of gross floor area with an approximately 38,000 square foot footprint. The building will be 10 stories high, or approximately 160 feet, plus a mechanical penthouse of approximately 23 feet. The building program includes 270 parking spaces in three levels below grade. The Floor Area Ratio (FAR) of the project will be approximately 7.7. The building includes an internal atrium in the core of the building.

The building will contain approximately 260,000 square of gross floor area for the new School of Management. These new facilities will serve approximately 3,400 graduate and undergraduate students with an approximately 400-seat auditorium, classrooms, seminar/conference and case-study rooms, computer labs, an approximately 310-seat periodical library, office space for School of Management faculty and research institutes, and a 170-seat canteen. The school will occupy the first six floors of the building.

The remaining floors, seven through ten, will house approximately 100,000 square feet of gross floor area devoted to executive and central administration offices, and an approximately 120-seat executive dining room.

## II. BOSTON UNIVERSITY MASTER PLAN

Boston University has prepared an Institutional master plan for the period 1986-1996. The plan was approved by the Boston Redevelopment Authority on March 29, 1987. The Master Plan includes enrollment projections, analyzes housing, parking, academic and recreational needs, and studies potential sites to accommodate the changing needs of the University.

The Project is proposed for a site which is identified in the Master Plan as Site Q. The master plan suggests that a portion of Site Q would be used for a 120,000 square foot building to house the School of Management and at the same time, the Master Plan identifies Site I as the location for consolidating university administrative functions. The Project, as proposed, raises questions as to its conformance to the Master Plan.

The Draft Project Impact Report should address this issue in some detail so that there is a clear understanding of all of the changes on campus that would result from the project. Presentation of this information may include reasons why the size of the School of Management has increased so significantly, why central administrative functions have been relocated and identification of other changes that will result in the Master Plan due to the proposed Project. A description should also be provided regarding how the space currently used by functions to be moved to the new building will be used. The numerical and percentage increase in the size of the campus resulting from the project should be indicated.

## III. COMMUNITY REVIEW OF THE PROPOSED PROJECT

The proponent should provide a description of the intended community review process. The description should include the names of neighborhood groups and/or individuals who will be involved, the nature of their role, and a generalized schedule of the process.

## IV. DEVELOPMENT REVIEW REQUIREMENTS - ARTICLE 31

### SUBMISSION REQUIREMENTS

In addition to full-size scale drawings, 15 copies of a bound booklet containing all submission materials reduced to size 8-1/2" x 11", except where otherwise specified, are required. The booklet should be printed on both sides of the page. In addition, an adequate number of copies must be available for community review. Included in the submission materials should be a copy of this Scoping Determination for review.

## A. GENERAL INFORMATION

### 1. Applicant Information

a. Development Team

(1) Names

(a) Developer (including description of development entity and type of corporation)

(b) Attorney

(c) Project consultants

(2) Business address and telephone number for each

(3) Designated contact for each

b. Legal Information

(1) Legal judgments or actions pending concerning the Proposed Project

(2) History of tax arrears on property owned in Boston by the Applicant

(3) Evidence of site control over the project area, including current ownership and purchase options of all parcels in the Proposed Project, all restrictive covenants and contractual restrictions affecting the proponent's right or ability to accomplish the Proposed Project and the nature of the agreements for securing parcels not owned by the Applicant.

(4) Nature and extent of any and all public easements into, through, or surrounding the site.

### 2. Financial Information (See Appendix 1 for required financial information, which may be submitted under separate cover)

A Development Pro Forma must be provided for the Proposed Project.

a. Full disclosure of financing references

b. Development Pro Forma

3. Project Area

   a. An area map identifying the location of the Proposed Project

   b. Description of metes and bounds of project area or certified survey of project area

4. Public Benefits

   a. Existing and estimated future annual taxes

   b. Anticipated employment levels including the following:

      (1) Estimated number of construction jobs
      (2) Estimated number of permanent jobs

   c. Other public benefits, if any, to be provided

5. Regulatory Controls and Permits

   a. Existing zoning requirements, zoning computation forms, and any anticipated requests for zoning relief should be explained.

   b. Anticipated permits required from other local, state, and federal entities with a proposed application schedule should be noted.

   c. A statement on the applicability of the Massachusetts Environmental Policy Act (MEPA) should be provided. If the Proposed Project is subject to MEPA, all required documentation should be provided to the BRA, including, but not limited to, copies of the Environmental Notification Form and the proposed schedule for coordination with BRA procedure.

6. Community Groups

   a. Names and addresses of project area owners, abutters, and also any community or business groups which, in the opinion of the applicant, may be substantially interested in or affected by the Proposed Project.

B. TRANSPORTATION COMPONENT

A Transportation Access Plan shall be prepared as defined by the Scope of Services outlined in Appendix 2.

## C. ENVIRONMENTAL PROTECTION COMPONENT

### 1. Wind

A qualitative analysis of the potential wind impacts of the proposed project at the pedestrian level shall be required for the Draft Project Impact Report. This analysis shall determine potential pedestrian level winds adjacent to and in the vicinity of the project site and shall identify any areas where wind velocities are expected to exceed acceptable levels, including the Authority's guideline of an effective gust velocity of 31 mph not to be exceeded more than 1% of the time.

Areas of interest for the analysis shall include public and other areas of pedestrian use, including, but not limited to, entrances to the project building, sidewalks adjacent to and in the vicinity of the project building, the landscaped area along Sherborn Street, and other pedestrian areas in the project vicinity.

For areas where wind speeds are projected to exceed acceptable levels, measures to reduce wind speeds and to mitigate potential adverse impact shall be identified.

Should the qualitative analysis indicate the possibility of excessive pedestrian level wind speeds, additional studies, including wind tunnel testing, may be required for the Final Impact Report.

### 2. Shadow

A shadow analysis shall be required for existing and build conditions for the hours 9:00 a.m., 12:00 noon, and 3:00 p.m. for the vernal equinox, summer solstice, autumnal equinox, and winter solstice. It should be noted that due to time differences (daylight savings vs. standard), the autumnal equinox shadows would not be the same as the vernal equinox shadows and therefore separate shadow studies are required for the vernal and autumnal equinoxes.

The shadow impact analysis must include net new shadow as well as existing shadow and must clearly show the incremental impact of the proposed building.

Particular attention shall be given to existing or proposed public open spaces and major pedestrian areas, including, but not limited to, the sidewalks adjacent to and in the vicinity of the proposed project, pedestrian areas and landscaped areas in the project vicinity, and the Charles River parkland.

Design or other mitigation measures to limit or avoid any adverse shadow impact shall be identified.

3. Daylight Analysis

A daylight analysis is required, taking at least two viewpoints. One viewpoint should be taken from Commonwealth Avenue, centered on the building facade, and the second should be taken from Sherborn Street, again centered on the corresponding facade. Comparison should be made to values for either the existing zoning "envelope" for the site, or structures of comparable size in the area. (A comparison to downtown values is not appropriate.) The BRADA program must be used.

4. Air Quality

A description of the parking garage exhaust system, including location of intake and exhaust vents and specifications, and an analysis of the impact on pedestrian level air quality from operation of the exhaust systems shall be required. Measures to avoid any violation of air quality standards shall be described.

An analysis of the potential emission of pollutants from any space heating facilities of the proposed project and a description of measures to minimize the emission of pollutants also shall be included in the EIR. Required State permits for on-site boilers shall be described.

5. Solid and Hazardous Wastes

The generation of solid wastes (construction period and operation of the project) and plans for removal and disposal shall be described. In addition, measures to promote the reduction of waste generation and recycling, particularly for paper and other recyclable products, shall be described in the DPIR.

An environmental site assessment for the proposed project area has been completed. This assessment indicated the presence of low levels of petroleum/oil contamination. The assessment shall be included as an appendix of the DPIR and a summary of the assessment and its results shall be presented in the main text. Remediation measures to ensure the safe removal and disposal of the contaminated soils shall be described.

6. Noise

An analysis of the potential noise impacts from the project's mechanical and exhaust systems and compliance with applicable regulations of the City

of Boston shall be required. A description of the project's mechanical and exhaust systems and their location shall be included. Measures to minimize and eliminate adverse noise impacts on nearby sensitive receptors shall be described.

7. Geotechnical Impact

An analysis of existing sub-soil conditions, groundwater levels, potential for ground movement and settlement during excavation and pile driving (if proposed), and potential impact on adjacent buildings and utility lines shall be required. This analysis shall also include a description of the foundation construction methodology, the amount and method of excavation, disposal of the excavate, and measures to prevent any adverse effects on adjacent buildings and utility lines.

Measures to ensure that groundwater levels will not be lowered during or after construction also shall be described.

8. Construction Impacts

A construction impact analysis shall include a description and evaluation of the following:

(1) potential dust and pollutant emissions and mitigation measures to control these emissions.

(2) potential noise impact and mitigation measures to minimize increase in noise levels.

(3) location of construction staging areas and construction worker parking.

(4) construction schedule, including hours of construction activity.

(5) access routes for construction trucks and anticipated volume of construction truck traffic.

(6) generation and disposal of construction debris.

(7) potential for the recycling of excavated asphalt from the existing surface parking lot.

(8) impact of project construction on rodent populations and description of the proposed rodent control program, including frequency of

application and compliance with applicable City and State regulatory requirements.

(9) measures to protect the public safety.

D. URBAN DESIGN COMPONENT

The Project proposes to develop the site to a density of FAR 7.5 nearly twice the current zoning FAR of 4. Although the PNF states that the size, facade materials and building design will remain compatible with other commercial and institutional buildings along this portion of Commonwealth Avenue, the Proposed Project appears to be of a height and density that exceeds the massing of existing buildings. The urban design component must provide massing studies including context elevations as well as perspective views along Commonwealth Avenue at street level, and from the Charles River and Kenmore Square. In addition, the following urban design objectives must be addressed in the Draft Project Impact Report.

- The building massing should relate to adjacent open spaces and view corridors, particularly the park directly across from Commonwealth Avenue.

- The building mass should emphasize the sense of human scale through familiar building sizes, modules, and facade organization and articulated entryways, reinforcing both the Ralph Cram neo-gothic building and the traditional brick town houses and apartment buildings situated along the Avenue.

In order to determine that the Proposed Project is (a) architecturally compatible with surrounding structures; (b) exhibits an architectural concept that enhances the urban design features of the Boston University campus; (c) augments the quality of the visual and pedestrian environment; and (d) is consistent with the design guidelines established in the Boston University Master Plan, the following items must be submitted:

1. A written description of program elements and space allocation for each element.

2. A table showing the gross floor area, floor by floor and totals, of the proposed building.

3. A plan of the surrounding area at an appropriate scale (1" = 40' or larger) showing relationships of the Proposed Project to the district with regard to:

   a. building footprint

b. building height

c. open space

d. major topographic features

e. pedestrian and vehicular circulation routes and entry points

f. land use

4. Site sections at 1" = 40' or larger showing relationships of the Proposed Project to adjacent buildings and spaces.

5. Black and white 8"x10" photographs of the site and neighborhood.

6. An eye-level perspective (reproducible line drawings) showing the proposal in the context of the surrounding area

7. Aerial views of the project in the context of the surrounding area.

8. Sketches, diagrams, and photographs where relevant, to clarify design issues and massing.

9. A site plan at an appropriate scale (1" = 40' or larger) showing:

   a. specific relationships of the Proposed Project to existing adjacent buildings, streets and open space

   b. general location of pedestrian ways, driveways, parking, service areas, streets, and major landscape features

   c. pedestrian, handicapped, vehicular and service access and flow through the parcel and to adjacent areas

   d. survey information, such as existing elevations, benchmarks, and utilities and

   e. construction limits

10. Massing models at 1" = 40'.

11. Elevations, sections, and plans at 1"-16' showing building entrances and programming.

12. Proposed schedule for submittal of design development materials.

Submission materials for Design Development and Contract Documents submissions can be found in Appendix 3.

## E. HISTORIC RESOURCES COMPONENT

The proposed project site is located adjacent to the Bay State Road-Back Bay West Historic District, a National Register historic district, and in the vicinity of a number of other National and State designated historic properties and districts. Across Commonwealth Avenue from the site is the University's Morse Auditorium, the former Temple Adath Israel and a City of Boston landmark. The historic resources analysis shall assess the potential impacts of the proposed project's height, scale, massing, architectural design, and other relevant environmental factors (including shadow) on the historic districts and properties in the vicinity of the proposed development. The DPIR also must assess the potential presence of any archaeological resources which may be disturbed by the construction of the proposed project. Prior consultation with the City of Boston archaeologist (Mr. Steven Pendery, 635-3850) is advised.

## F. INFRASTRUCTURE SYSTEMS COMPONENT

An infrastructure impact analysis must be performed. The discussion of Proposed Project impacts on infrastructure systems should be organized system-by-system as suggested below. The applicant's submission must include an evaluation of the Proposed Project's impact on the capacity and adequacy of existing water, sewerage, energy (including gas and steam), and electrical communications (including telephone, fire alarm, computer, cable, etc.) utility systems, and the need reasonably attributable to the proposed project for additional systems facilities.

Any system upgrading or connection requiring a significant public or utility investment, creating a significant disruption in vehicular or pedestrian circulation, or affecting any public or neighborhood park or streetscape improvements, comprises an impact which must be mitigated. The DPIR must describe anticipated impacts in this regard, including specific mitigation measures, and must include nearby Proposed Project buildout figures in the analysis.

In the case of the School of Management project, particular consideration should be given to the location and configuration of connections, separation of storm drain and sanitary sewer systems, and construction dewatering impacts.

The Proposed Project must also address relocation of, and improvements or terminations to, any active utility lines which cross or enter the site.

1. Water and Sewer Systems

The Water and Sewer Systems Analysis must include the following:

a. Estimated water consumption and sewerage generation from the Proposed Project and the basis for each estimate. Include separate calculations for air conditioning system make-up water.

b. Description of the capacity and adequacy of water and sewer systems and an evaluation of the impacts of the Proposed Project on those systems. This evaluation should take into account the age of the system components adjacent to the site.

c. Identification of measures to conserve resources, including any provisions for recycling.

d. Description of the Proposed Project's impacts on the water quality of the Charles River or other water bodies that could be affected by the project. Include the impact of on-site storm drainage on water quality. Description of mitigation measures to reduce or eliminate impacts on water quality.

e. Detail methods of protection proposed for BWSC sewer lines and water mains during construction.

f. Brief description of fire protection system and connections.

Sewer systems and stormwater systems must be separated if possible; utilization of combined systems should be avoided. Some expansion of the material in the PNF on this matter is suggested. Thorough analysis and continuing discussions with BWSC are required.

Water supply systems adjacent to the project and servicing the project should be looped so as to minimize public hazard or inconvenience in the event of a main break.

2. Energy Systems

The Energy Systems Analysis must include the following:

a. Description of energy requirements of the project and evaluation of project impacts on resources and supply. Information is required regarding Boston Edison's ability to supply electrical energy for project needs.

b. Description of measures to conserve energy usage and consideration of the feasibility of including solar energy provisions or other on-site energy provisions.

c. Detail the energy source of the interior space heating; how obtained, and, if applicable, plans for reuse of condensate.

d. Brief description of emergency power capabilities.

The location of transformer and other vaults required for electrical distribution or ventilation must be chosen to minimize disruption to pedestrian paths and public improvements both when operating normally and when being serviced, and must be described.

3. Other systems should be included in similar analyses if applicable: gas, steam, telephone, cable, fiberoptic communications, etc.

## Appendix 1

## REQUIRED FINANCIAL INFORMATION

**REQUIRED FINANCIAL INFORMATION**
**BOSTON UNIVERSITY**
**SCHOOL OF MANAGEMENT**

DEVELOPMENT PRO FORMA includes all the information normally found in a development pro forma, by phase. This includes, but is not limited to:

- Land costs, per land square foot and total, by parcel, including any incremental disposition cost attributed to the project.
- Attribution of acquisition expense over project components (per FAR square foot retail, office, parking, etc.)
- All hard costs on a per-unit and total basis (disaggregated into base building, tenant improvement work, site work, furniture, fixtures and equipment, FF&E, etc.)
- All soft costs on a per-unit and total basis, (disaggregated into individual line items such as architectural, engineering, legal, accounting, and developer's fees, and any other professional fees, insurance, permits, etc.)
- All contingencies, on a per-unit and total basis, by phase (specify whether contingency is on hard costs, soft cost, or total cost).
- All assumptions regarding financing terms on acquisition, pre-development, construction and permanent loans, by phase (including financing fees, interest rates, drawdown assumptions, terms, participations, amortization).
- Any other project-related expenses not within any of the above categories.
- Calculation of Total Development Cost (TDC) by component, including total and per unit breakdown (e.g., per square foot office, retail, parking, etc.).
- Sources of debt and equity for total project costs.
- Projected financing sources, including bond issuing agencies such as HEFA or MIFA, banks, institutional investors, private, corporate or government donors (an analysis of the costs versus benefits of the financing options, including interest costs and loan terms, as well as a comparison between available sources, should be included).

## Appendix 2

## TRANSPORTATION ACCESS PLAN
## SCOPE OF SERVICES

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BOSTON UNIVERSITY SCHOOL OF MANAGEMENT

ACCESS PLAN SCOPE

SCOPE OF WORK

The developer must evaluate the transportation impacts associated with the proposed project. The results of this evaluation will be documented in an Access Plan prepared for submission to the Boston Transportation Department (BTD). The report will include the following:

- A definition of existing traffic, transit, and parking conditions.
- An evaluation of the project's long-term impacts on traffic, transit and pedestrian activities as well as on parking demand.
- An evaluation of the project's short-term traffic impacts related to construction activity.
- Identification of appropriate measures to mitigate project impacts, including long-term project impact monitoring.

In the preparation of the Access Plan, use should be made of all available existing studies and data.

STUDY AREA

The following intersections will be studied:

a. Commonwealth Ave./Beacon St./Brookline Ave.
b. Commonwealth Ave./Sherborn St.

DEFINITION OF TASKS

Task 1. Description of Existing Transportation Conditions

The Existing Conditions component will present data on the various transportation systems within the study area, and will provide measures of levels of service, available capacity and other analysis as appropriate to identify any current deficiencies in those systems.

1.1 Traffic. Available traffic volume counts will be supplemented with new counts, as necessary. Based on data gathered from all sources, a preliminary base traffic volume network will be developed to represent existing morning, evening and weekend peak hour conditions.

Vehicle trip generation characteristics of existing land uses at the project site will be determined by survey.

Capacity analysis will be performed to determine level of service at study area intersections.

1.2 Parking. Public parking supply within walking distance of the project site will be defined. The parking inventory will distinguish between on-street (metered and unregulated) and off-street (commercial) spaces. Availability of public spaces will be determined by reference to published sources such as the BTD's 1987 Downtown Parking Inventory Study, supplemented and updated as necessary with survey data.

The existing parking plan for the site will be presented. The inventory of existing on-site parking spaces will include: number of spaces; occupation of spaces by user type, hour of peak occupancy, and turnover rate; rates charged for use; location of any high-occupancy vehicle spaces.

1.3 Transit. The operating characteristics of the area's private bus carrier services and Massachusetts Bay Transportation Authority (MBTA) services will be documented.

1.4 Pedestrians. Pedestrian conditions on sidewalks and intersections adjacent to the site will be described. Describe major pedestrian corridors to and pathways within the site. Estimate volumes of pedestrians using same. Describe conditions of corridors, including any deficiencies or barriers.

Pedestrian counts will be taken at the following crossings and sidewalk locations:

a. Commonwealth Ave./Sherborn St.

Task 2. Evaluation of Long-Term Transportation Impacts

The traffic impacts of the proposed development will be analyzed in detail. Expected long-term transportation conditions in the study area will be estimated and evaluated. Impacts of traffic generated by the project will be analyzed in detail and presented in comparison with existing conditions.

2.1 Trip Generation. The proposed uses of the site will be evaluated to determine the project's person-trip generation characteristics, which will be translated into vehicle trips by use of modal split and vehicle occupancy assumptions consistent with those used for other previously submitted Access Plans, or otherwise as approved by the BTD. Trip origins will be assigned to appropriate locations on the site (i.e., driveways for the garage as opposed to existing parking lot curb cuts).

For the purpose of site trip generation, the trips generated by the proposed School of Management building will be added to those generated by the underground parking garage spaces whose use is not associated with the School of Management building, i.e., those spaces whose use is preserved from the existing condition. Vehicle trip ends generated by the School of Management Building which cannot be accommodated in the project garage will be assigned to other parking facilities as appropriate.

2.2 Trip Distribution. As with trip generation, trip distribution should be performed specifically for the project site. Estimations should be made of the probable origin of trips to the site. Trip distribution is most appropriately described in terms of corridor of origin, e.g. Northwest, Southeast, etc.

2.3 Conditions to be Analyzed. In addition to existing conditions, the following future conditions will be analyzed at the Study Intersections:

a. Full-Build (with the addition of project-related impacts).

The Build scenario must show the AM and PM peak hour levels of service at the Study Intersections under each of the roadway alternatives examined.

2.4 Evaluation of Transportation Impacts. New trips expected to be attracted to the proposed development will be added to demands carried by the existing roadway system. Morning and evening peak hour and daily increases will be developed and analyzed for all travel modes.

2.4.1 Traffic Impacts. Volume-to-capacity ratio (v/c), level of service (LOS) and delay calculations at, and queue lengths between, the study intersections.

2.4.2 Site Circulation. A detailed site plan will be provided, showing proposed location of all vehicular and pedestrian access, drop-off or valet service locations, taxi waiting areas, delivery points, and internal pedestrian circulation.

2.4.3 Transit. The usage of public transportation will be described, and the impact of the project on transit services.

2.4.4 Pedestrian Impacts. Pedestrian volumes generated by the project will be presented. Future volumes will be projected for the locations and crossings identified in section 1.4. Indicate impact of new pedestrian trips on pedestrian conditions and amenities.

2.4.5 Trucks and Service Vehicles. Truck and service vehicle traffic to the site will estimated. Access and egress for emergency vehicles will also be evaluated.

2.5 Parking Impacts. Demand for parking generated by the proposed project will be calculated. Parking supply will be identified, for faculty, students and staff. Parking operations will be described in detail.

2.5.1 Parking demand generated by project by use, both long-term and short-term. On the basis of the traffic volumes projected in section 2.1 above, and using appropriate turnover rates, estimate project-generated parking demand in horizon year. Indicate user type (faculty, student, staff).

2.5.2 Proposed management plan for parking facilities. Use of parking supply will be detailed. Rates for spaces will be given, including for employees, seminar/conference attendees, Red Sox patrons, and others. Method of allocating and terms (e.g., monthly) of granting parking will be discussed.

2.5.3 Existing off-site spaces which proposed on-site parking facilities will replace will be identified. New uses to which those replaced spaces will be put will also be identified, in terms of users, hours of use, etc.

2.5.4 A plan will be provided of all parking facilities, including layout, access, and size of spaces.

3. Evaluation of Short-Term Impacts (Construction Period)

The transportation assessment will evaluate the impacts of the project during the construction period, including: mode of arrival for construction workers; parking provisions for construction workers and construction materials deliveries; frequency, times and routes of truck movements and construction materials deliveries; temporary storage of construction equipment and materials; the need for full or partial street closures or street occupancy during construction will be defined.

4. Development of Mitigation Measures

Programs or strategies to reduce the transportation impacts will be developed and may include the following:

- Measures to minimize vehicle-trip generation.
- Roadway/traffic operation improvements.
- Transit improvements.
- Parking management improvements.
- Pedestrian improvements.
- Long-term project impact monitoring.

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## Appendix 3

## SUBMISSION REQUIREMENTS FOR DESIGN DEVELOPMENT AND CONTRACT DOCUMENTS SUBMISSIONS

Phase II Submission: Design Development

1. Written description of the Proposed Project.

2. Site sections.

3. Site plan showing:

   a. Relationship of the proposed buildings and open space and existing adjacent buildings, open spaces, streets, and buildings and open spaces across streets.

   b. Proposed site improvements and amenities including paving, landscaping, and street furniture.

   c. Building and site dimensions, including setbacks and other dimensions subject to zoning requirements.

4. Dimensional drawings at an appropriate scale (e.g., 1" = 8') developed from approved schematic design drawings which reflect the impact of proposed structural and mechanical systems on the appearance of exterior facades, interior public spaces, and roofscape including:

   a. Building plans

   b. Preliminary structural drawings

   c. Preliminary mechanical drawings

   d. Sections

   e. Elevations showing the Proposed Project in the context of the surrounding area as required by the Authority to illustrate relationships or character, scale and materials.

5. Large-scale (e.g., 3/4" = 1'-10") typical exterior wall sections, elevations and details sufficient to describe specific architectural components and methods of their assembly.

6. Outline specifications of all materials for site improvements, exterior facades, roofscape, and interior public spaces.

7. Eye-level perspective drawings showing the Proposed Project in the context of the surrounding area.

8. Samples of all proposed exterior materials.

9. Complete photo documentation (35 mm color slides) of above components including major changes from initial submission to the Proposed Project approval.

Phase III Submission: Contract Documents

1. Final written description of the Proposed Project.

2. A site plan showing all site development and landscape details for lighting, paving, planting, street furniture, utilities, grading, drainage, access, service, and parking.

3. Complete architectural and engineering drawings and specifications.

4. Full-size assemblies (at the project site) of exterior materials and details of construction.

5. Eye-level perspective drawings or presentation model that accurately represents the Proposed Project, and a rendered site plan showing all adjacent existing and proposed structures, streets and site improvements.

6. Site and building plan at 1" - 100' for Authority's use in updating its 1" = 100" photogrammetric map sheets.

Phase IV Submission: Construction Inspection

1. All contract addenda, proposed change orders, and other modifications and revisions of approved contract documents which affect site improvements, exterior facades, roofscape, and interior public spaces shall be submitted to the BRA prior to taking effect.

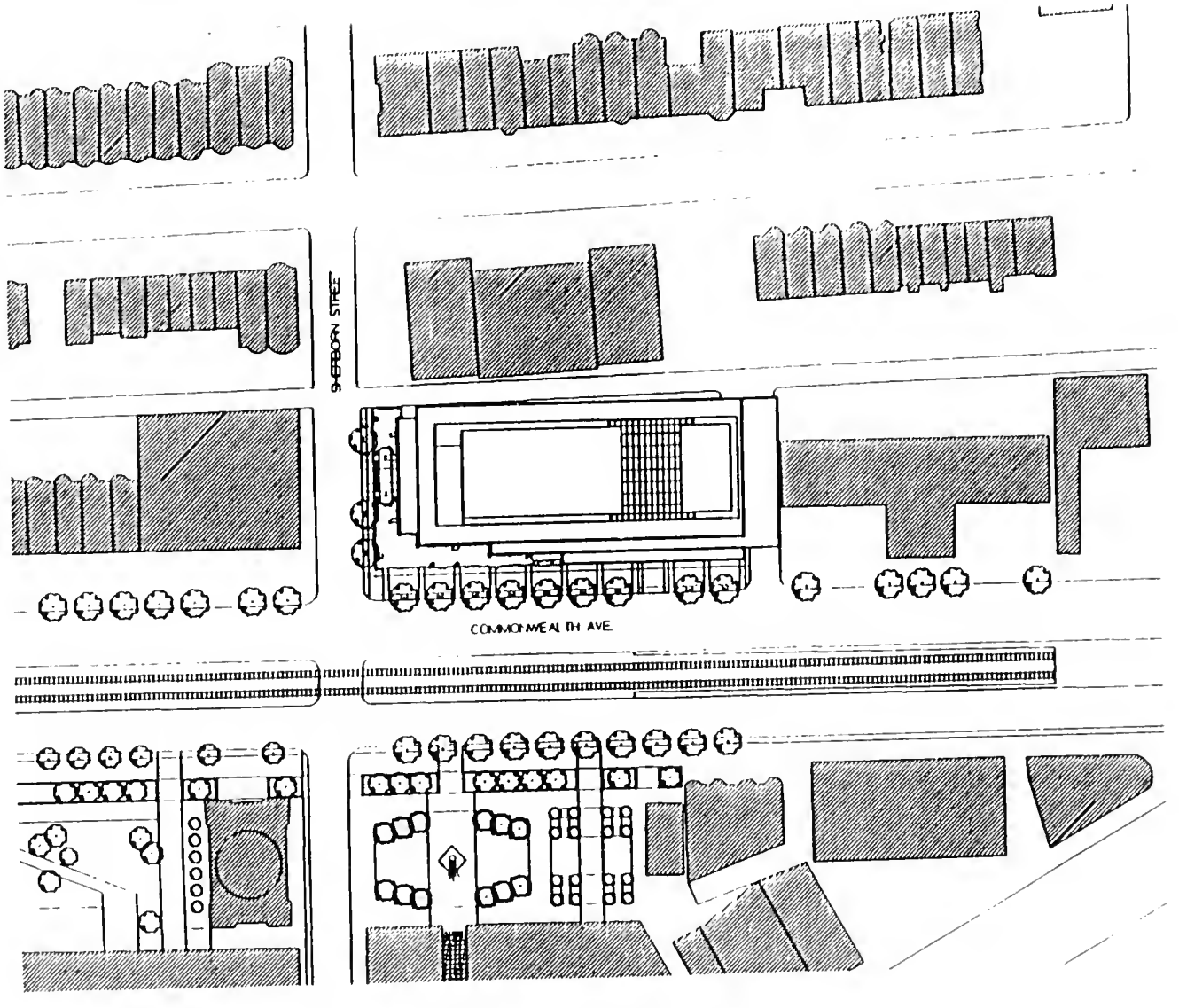
2. Shop drawings of architectural components which differ from or were not fully described in contract documents.

BOSTON UNIVERSITY
SCHOOL OF MANAGEMENT

# Institutional Development Project
# Fact Sheet

June 10, 1993

| | |
|---|---|
| Project Address: | 595 Commonwealth Avenue |
| Developer: | Boston University |
| Uses: | Academic/Administration |
| Development Program: | 321,700 SF Academic/Administration<br>110,000 SF Parking (270 spaces) |
| Development Cost: | $75 million |
| Benefits: | |
| Housing Linkage: | $1,108,500 |
| Jobs Linkage: | $221,700 |
| Construction Jobs: | Approximately 300 |
| Site Area: | 49,686 |
| Project Far: | 6.5 |
| Underlying Zoning: | B-4 |
| Building Height: | 166' to roof - 9 stories |
| Parking: | 270 |
| Necessary Zoning Relief: | Use and dimensional requirements |
| Development Review Status: | |
| DIPP Hearing Date: | June 10, 1993 |
| PDA Hearing Date: | June 10, 1993 |
| BCDC: | May 5, 1992 |
| Board of Appeal Hearing: | Not Scheduled |
| Zoning Commission: | Not Scheduled |
| Construction Timetable: | |
| Estimated Start of Construction: | 1993 - IV |
| Estimated Completion of Construction: | 1995 - IV |
| Article 31 Review Process: | |
| PNF Submission: | August 25, 1992 |
| Scoping Determination Issuance: | October 27, 1992 |
| DPIR Submission: | February 22, 1993 |
| PAD Issued: | June 9, 1993 |
| FPIR Submission: | |
| AD Issuance: | |




SITE PLAN

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